

FEDERAL BUREAU OF INVESTIGATION  
FOI/PA  
DELETED PAGE INFORMATION SHEET  
FOI/PA# 1308273-0

Total Deleted Page(s) = 156

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Field File No. \_\_\_\_\_ *IAI*

OO and File No. NK 49A-1830

Date Received 9/19/85

From LT. \_\_\_\_\_

DUMONT P.D. (Name of Contributor)

DUMONT N.J. (Address of Contributor)

By \_\_\_\_\_ (Name of Special Agent)

To Be Returned  YesReceipt Given  Yes No No YesGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure NoDescription:  Original notes re interview of

- 1) Arrest Report - RICHARD KUKLINSKI - 1/18/82
- 2) Photo of KUKLINSKI
- 3) Copies of two insufficient funds checks payable to GEORGE MARIBAND. *Redacted*

Documents Being Maintained in WLT. "1/185"

b6  
b7C

Field File No. 1A-2  
 OO and File No. NK 49 A - 1830  
 Date Received 9/20/85  
 From \_\_\_\_\_  
 (Name of Contributor)  
 \_\_\_\_\_  
 (Address of Contributor)  
 \_\_\_\_\_  
 (State)  
 By \_\_\_\_\_  
 (Name of Special Agent)

b6  
b7CTo Be Returned  Yes No Yes NoReceipt Given  Yes NoGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure

## Description:

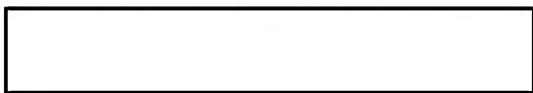
① Agents note re  
interview of

② Copies of Lease Agreement  
signed by Kuklowski

b6  
b7C

Read on Rotok 11/4/85

9/20/85



b6  
b7C

TJ G ASSOCIATES

GRASSO

Please - KUURVIS

Sunset ST  
385-5548

Public Liability Insurance

Sunset Co. Box 261  
Dumont, NJ. 07628

paid in cash / I cancelled check  
gave the check book  
to him & he gave cash back

9/23/85

will call back

never had SUNSET ~~name~~  
don't know who did

Field File No.                                   OO and File No. NIC 49A-1830

1A\3

Date Received 4/1/85From \_\_\_\_\_  
(Name of Contributor)\_\_\_\_\_  
(Address of Contributor)\_\_\_\_\_  
(City and State)

By \_\_\_\_\_

To Be Returned  Yes No Yes NoReceipt Given  Yes NoGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure

Description: \_\_\_\_\_

Agents notes re ~~review~~  
of BERKSHIRE COUNTY  
District Court DOCKET  
file 477251.

b6  
b7C

11/1/88

COURTHOUSE

served 4-19-82

Room 430

judgement 9/1/82 # 784

MARY

civi

To Nichols Kowalski

not my company name.

Award F. C. Kowalski, Kowalski Left

JERSEY CITY,  
586 NEWARK

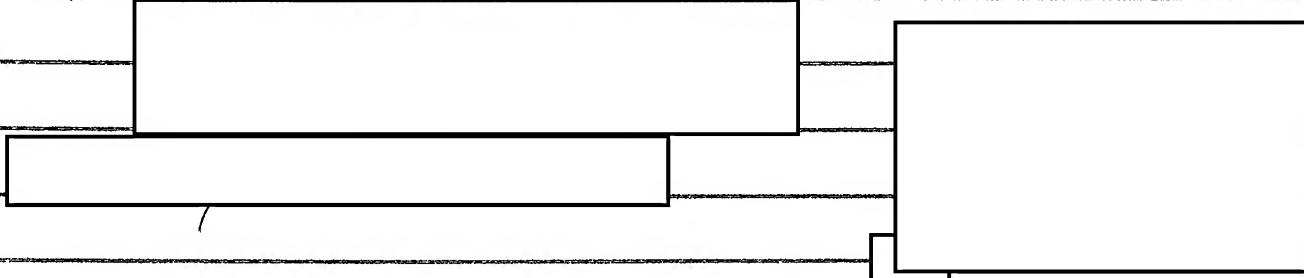
656-2002

574 SUMMIT AVE  
3RD FLOOR

169 SUNSET ST.  
DV MENT N.Y.

SUPERVISOR

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b7C



Field File No. \_\_\_\_\_  
OO and File No. NK 49A-1830 - 1A - 4  
Date Received 8/6/86  
From \_\_\_\_\_  
(Name of Contributor)  
\_\_\_\_\_  
(Address of Contributor)  
By \_\_\_\_\_  
(Name of Special Agent)

To Be Returned  Yes No Yes NoReceipt Given  Yes NoGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure

Description: \_\_\_\_\_

*Agents notes re interview*

*J*b6  
b7C

8/6/86

b6  
b7C

HMC#

Business

246 Route 10

RANDOLPH, N.J.

HAROLD'S PUB

169 SUNSET ST

DUMONT, N.J.

jewelry, furs, watches

1979 - triple highway bobs \$30,000  
very good finds

always dealt in cash

Flemington Furs

Bogart Cars in Ridgewood

Always fly Delta

Holiday Inn  
Lafayette Sq

22 Caliber - Designer - black/white

moscowl #

2 plane t's in box

Had an apt in Bayonne or Hoboken, N.J.

DU-ART W. 57TH ST.

30 yrs to 90 yrs in 18 months. gallery & processing

used to  
work

Gave him the money - 2 cos - 10,000

1000

5000 follow in law

5,000 less in law

Cashier Chkd 25,000 Cashier Chkd  
saw it, could not find.  
closed the chkd acct

collateralize the note

4/80 pay off the amount

1972 - purchased bar from

lose cos.

Possible name - WAYNE DISCOUNT CENTER - Blazza  
Jeweler Store in DUMONT, N.J.

Fairington, N.J. - 1978

mother-in law is Dakers - Golden Apt  
He used drivers license out of state in different names  
Westfield - Harley's  
plenty

Cashed the freezer -

Filled CHEESE CAKES

[redacted]

You're in [redacted]

Restored

- with unmarked authors

b6

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Field File No. \_\_\_\_\_

OO and File No. NK 49A - 1830 1A - 5Date Received 8/7/86From \_\_\_\_\_  
(Name of Contributor)\_\_\_\_\_  
(Address of Contributor)By \_\_\_\_\_  
(Name of Special Agent)b6  
b7CTo Be Returned  YesReceipt Given  Yes No No YesGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure No

Description: \_\_\_\_\_

*Agents notes re interview**28*

\_\_\_\_\_

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8/7/86



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Phelouze, INC.

87 Washington Ave.

Dumont, N.J.

384-1345



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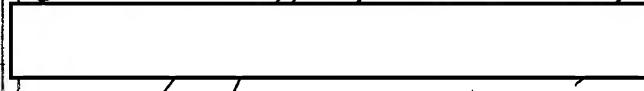
About 10-15,000 annually in purchases.

Phone # for Kellinger 385-0855

old # 385-5548

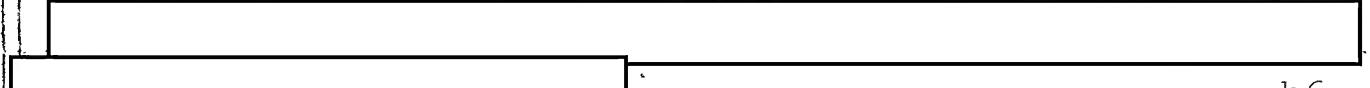
Did not know source of income or other assets. Possibly pornography & possibly had a partner in a boudoir.

No account with RK. May have account some etc. with his attorney.



Westwood, N.J.

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b7C



b6  
b7C

RK always used cash never checks or credit cards. Mother-in-law lived in garden apt on Washington Av.

Field File No. 49A-1830-1A6OO and File No. 8/6/86Date Received 8/6/86From [Redacted]

(Name of Contributor)

Wygosh, N.J.

(Address of Contributor)

By [Redacted]

(Name of Special Agent)

To Be Returned  YesReceipt Given  Yes No No YesGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure No

Description:

*Copies of letters & court  
papers related to [Redacted]  
vs. KUKLINSKI.*

b6

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b6

b7C

8/1  
9/3/80

SLAVITT, FISH & COWEN  
A Professional Corporation

Counsellors at Law

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN  
  
ARTHUR SLAVITT  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6418

September 30, 1980

Mr. Richard L. Kuklinski  
169 Sunset Street  
Dumont, New Jersey 07628

Dear Mr. Kuklinski:

As you will recall from the title closing, we represent [redacted] By now, you probably can imagine the balance of the letter, but nevertheless I would appreciate your just taking a moment to read on.

As you know, on December 14, 1979 [redacted] lent you \$30,000. At that time, or shortly thereafter, you were also kind enough to acknowledge by having your New York Life Insurance Company policy transferred (as to ownership and beneficiary) over to [redacted] and he is presently listed as the first beneficiary. You will recall that the form which you signed on March 6, 1980 said [redacted] creditor of insured." We want you to know that we appreciate your having done this, just as [redacted] appreciates the fact that everything has not been going as you had hoped, so that you have been unable to turn your desires into fulfillment (to say the least!).

What we are concerned with at this time is some additional evidence of good faith. As you know, [redacted] has had some rather serious business reverses and the prospects do not seem very good for him. You also probably know that he has not been as physically well as he had been, and, at least according to the doctor, a lot of this has emotional overtones, if not constituting the actual cause for his problems. Since I see him at least once, if not twice, every day, I can personally attest to the appearance of both his business and his apparent physical condition.

If you can see your way clear to some type of a payment plan, with some type of a minimal good faith deposit, I assure you that it would be not only a fulfillment of your legal obligation, but also your moral responsibility, and would incidentally probably help [redacted] a great deal from the standpoint, at least, b6 of peace of mind. b7C

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b7C

b6  
b7C

b6  
b7C

Re: [redacted]

[redacted]  
Page Two - 9/30/80

b6  
b7C

I would, at the very minimum, appreciate some response from you and have made it very easy by just enclosing a copy of this letter which you can fill out, strike out, alter, amend, but at least...return.

Most sincerely,

SLAVITT, FISH & COWEN

[redacted]  
b6  
b7C

C  
Enclosed is \$ \_\_\_\_\_ as payment on account of the loan  
of \$30,000.00. I do not promise, but only hope that I can pay  
\$ \_\_\_\_\_ on \_\_\_\_\_, 1980 and then \$ \_\_\_\_\_ every \_\_\_\_\_  
thereafter.

Dated:

Richard L. Kuklinski

O

P

Y

1/18/81  
**SLAVITT, FISH & COWEN**

A Professional Corporation

*Counsellors at Law*

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN

ARTHUR SLAVITT  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6418

January 7, 1981



b6  
b7C

RE: [redacted] vs. Kuklinski

Dear [redacted]:

b6  
b7C

We finally received the Kuklinski Release. Enclosed is a copy.

Sincerely,

SLAVITT, FISH & COWEN



b6  
b7C

MSF/lm  
enclosure

Secretary

By

President

# Know all Men by these Presents:

That

RICHARD L. KUKLINSKI

hereinafter designated as the Releasor,  
for and in consideration of the sum of ONE and 00/100 (\$1.00)-----  
Dollar

lawful Money of the United States of America, to the Releasor in hand paid by [redacted]

b6  
b7C

hereinafter designated as the Releasee,  
the receipt whereof is hereby acknowledged, has remised, released and forever discharged, and by  
these Presents does remise, release and forever discharge the said Releasee of and from all debts,  
obligations, reckonings, promises, covenants, agreements, contracts, endorsements, bonds, specialties,  
controversies, suits, actions, causes of actions, trespasses, variances, judgments, extents,  
executions, damages, claims or demands, in law or in equity, which against the said Releasee, the  
~~Releasor ever had, now has or hereafter can, shall, or may have, for whatsoever cause or reason, in any  
matter whatsoever, arising at any time before the date of the execution of this instrument.~~  
Releasor, but specifically and narrowly limited to the filing of a  
law suit entitled [redacted] v. Richard L. Kuklinski, in the  
Superior Court of New Jersey, Law Division, Bergen County, Docket  
No. L 7635-80.

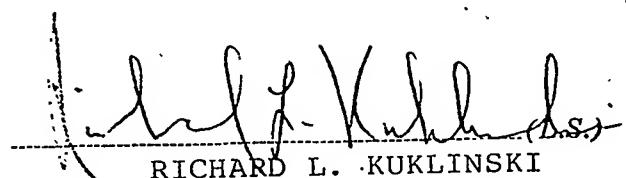
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b7C

Wherever in this instrument any party shall be designated or referred to by name or general reference, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

In all references herein to any parties, persons, entities or corporations the use of any particular gender or the plural or singular number is intended to include the appropriate gender or number as the text of the within instrument may require.

In Witness Whereof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed  
this 31<sup>st</sup> day of December 19 80.

Signed, Sealed and Delivered  
in the presence of  
or Attested by



RICHARD L. KUKLINSKI

(L.S.)

Secretary

By

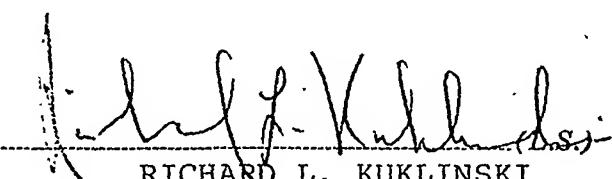
President

Wherever in this instrument any party shall be designated or referred to by name or by title, such designation is intended to and shall have the same effect as if the words "heirs, executors, administrators, personal or legal representatives, successors and assigns" had been inserted after each and every such designation and all the terms, covenants and conditions herein contained shall be for and shall inure to the benefit of and shall bind the respective parties hereto, and their heirs, executors, administrators, personal or legal representatives, successors and assigns, respectively.

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In Witness Whereof, the said Releasor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed this 31<sup>st</sup> day of December 1980.

Signed, Sealed and Delivered  
in the presence of  
or Attested by

  
RICHARD L. KUKLINSKI

(L.S.)

Secretary

By \_\_\_\_\_

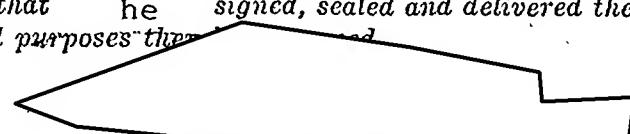
President

State of New Jersey, County of Bergen | ss.: Be it Remembered,  
that on December 31, 1980, before me, the subscriber,  
an Attorney at Law of New Jersey  
personally appeared RICHARD L. KUKLINSKI,

who, I am satisfied, is the person named in and who executed the within Instrument,  
and thereupon he acknowledged that he signed, sealed and delivered the same as  
his act and deed, for the uses and purposes thereof.

Prepared by:

Luke F. Binetti, a  
Professional Corporation

  
Attorney at Law of New Jersey

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b7C

11/3/80

**SLAVITT, FISH & COWEN**  
A Professional Corporation

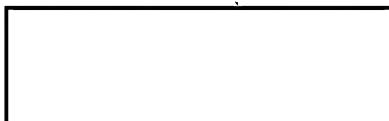
*Counsellors at Law*

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN

**ARTHUR SLAVITT**  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6418

November 3, 1980



b6  
b7C

Re:   vs. Kuklinski

Dear  

b6  
b7C

I am very concerned about your husband's reaction to the enclosed letter and pleadings. I really do not know how to deal with it, but as an attorney I have an obligation to bring this to his attention. He will probably come close to exploding, and I think that you should give this some thought, at least as to the time, place and conditions under which you should let him read this.

It is exactly as I predicted. Mr. Kuklinski is claiming that the entire transaction was a business venture and he owes absolutely nothing to your husband because the venture went bad. After   has had a chance to "digest" the enclosed, tell him that I think we should meet together for the purpose of discussing in a very calm and intelligent manner, exactly what we think should be done.

b6  
b7C

Sincerely,

**SLAVITT, FISH & COWEN**



b6  
b7C

MSF/lm  
enclosures

10/30/80

**SLAVITT, FISH & COWEN**  
A Professional Corporation

*Counsellors at Law*

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN

**ARTHUR SLAVITT**  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6416

October 30, 1980

Mr. Richard L. Kuklinski  
169 Sunset Street  
Dumont, N.J. 07628

Re: [REDACTED] vs. Kuklinski

b6  
b7C

Dear Mr. Kuklinski:

We understand that you were served with the Summons and Complaint on October 21 and that you have acknowledged your indebtedness by making your first payment to [REDACTED] on October 28. Please be assured that we will give you credit for that \$500.00 payment and hope that you will be able to implement your good intentions in the near future. We suggest, just for the record, that you make the payments through our office so that you may receive the appropriate receipt (such as this letter) and avoid any problems in the future if you should be called upon by anyone else to complete your obligation.

b6  
b7C

Very truly yours,

SLAVITT, FISH & COWEN

[REDACTED]

b6  
b7C

**COPY**

10/30/80

Law Offices

LUKE F. BINETTI

A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86  
Ridgefield, N.J. 07657 • (201) 945-7000

LUKE F. BINETTI  
ROBERT F. BINETTI

October 30, 1980

[REDACTED]  
Slavitt, Fish & Cowen, P.C.  
17 Academy Street  
Newark, New Jersey 07102

b6  
b7C

Re: [REDACTED] v. Kuklinski  
Docket No. L 7635-80

b6  
b7C

Dear [REDACTED]

Enclosed please find a copy of defendant's Answer in the above matter.

I have been given your letter of September 30, 1980, and without criticism to the self-serving statements and fantasies of your client, I would like to simply make you aware that there was never a \$30,000.00 loan from your client to mine. In December, 1979, [REDACTED] invested \$25,000.00 in a joint venture with Mr. Kuklinski, and the joint venture failed. In fact, my client lost more than the \$25,000.00 invested by yours. These facts are well known to [REDACTED] as well as [REDACTED] [REDACTED] as she was present when the joint venture was discussed and agreed upon.

It is unfortunate that your client has taken the action he did to try to recoup his business losses by declaring it to be a loan. However, in retrospect, it appears that he had planned and schemed for such a thing right from the beginning of the venture. This is evidenced by the life insurance policy you refer to in your letter. That policy was taken against the life of my client and because of the nature of the venture, if anything were to happen to Mr. Kuklinski, the venture would terminate. Because of this and because of their friendship, Mr. Kuklinski agreed to the life insurance policy and signed a form presented to him by the paramedic who did the examination.

However, thereafter, [REDACTED] advised that that form had been lost and came to Mr. Kuklinski's house with another form which he signed without even reading and if, in fact, it was typed on the said form that, as you stated in your letter, [REDACTED] [REDACTED] creditor of insured", that was nothing more than a planned deception on the part of [REDACTED]

b6  
b7C

October 30, 1980 b6  
b7C

In any event, Mr. Kuklinski does not have any indebtedness whatsoever to [REDACTED] as both [REDACTED] well know. While we could proceed with the litigation and more likely than not succeed, the amount of time and legal fees involved are considerable. It is suggested that perhaps a discussion with Mr. [REDACTED] might produce a willingness to simply withdraw the Complaint. The only other alternative left to Mr. Kuklinski is to go into personal bankruptcy, which he could easily do as he is without any assets or property and has never owned any property. Although he does not owe any money to [REDACTED] it is probably cheaper for him to go into personal bankruptcy than to have to pay the heavy counsel fees that would be required to defend the above action.

b6  
b7C

I shall look forward to hearing from you.

Very truly yours,

[REDACTED]  
b6  
b7C

RFB:dd  
Enclosure

*Law Offices*

~~KE F. BINETTI~~  
PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86  
Ridgefield, NJ 07657 • (201) 945-7000

LUKE F. BINETTI  
ROBERT F. BINETTI

October 31, 1980

Mr. W. Lewis Bambrick, Clerk  
Superior Court of New Jersey  
P.O. Box 1300  
Trenton, New Jersey 08625

Re: [REDACTED] v. Kuklinski  
Docket No. L-7635-80

b6  
b7C

Dear Mr. Bambrick:

Enclosed please find an original and one copy of defendant's Answer to the Complaint in the above matter, together with a check in the amount of \$40.00 in payment of your filing fee.

Very truly yours,

[REDACTED]  
RFB:dd  
Enclosures  
xc.: Slavitt, Fish & Cowen, P.A.

b6  
b7C

LUKE F. BINETTI  
A PROFESSIONAL CORPORATION  
581 BERGEN BOULEVARD,  
RIDGEFIELD, NEW JERSEY 07657  
(201) 945-7000  
ATTORNEY FOR Defendant

SUPERIOR COURT OF NEW JERSEY  
LAW DIVISION  
BERGEN COUNTY

Docket No. L-7635-80

*Plaintiff*



*v/s.*

*Defendant*

RICHARD L. KUKLINSKI

**CIVIL ACTION**

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**ANSWER**

Defendant, RICHARD L. KUKLINSKI, residing at 169 Sunset Drive, in the Borough of Dumont, County of Bergen, and State of New Jersey, answering the Complaint of the plaintiff, says:

The defendant denies each and every allegation of the said Complaint.

**FIRST SEPARATE DEFENSE**

No loan was ever made by the defendant to the plaintiff for \$30,000.00 or otherwise.

SECOND SEPARATE DEFENSE

While the sum of \$25,000.00 was given to defendant by plaintiff, this represented an investment in a joint venture, which ultimately failed, but at no time was this money for any purpose other than as an investment into the joint venture.

THIRD SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be given.

I hereby certify that the within pleading has been filed and served in accordance with Rule 4:6.

LUKE F. BINETTI  
A Professional Corporation  
Attorney for Defendant

BY: \_\_\_\_\_

b6  
b7C

8403357  
U S BANKRUPTCY COURT  
U S POST OFFICE  
P O BOX 557  
NEWARK, NJ 07101

P-0214

[REDACTED]  
%HAROLD'S PUB  
ROUTE 10  
RANDOLPH TWP., NJ

b6  
b7C

## UNITED STATES BANKRUPTCY COURT

DISTRICT OF NEW JERSEY

IN RE:  
RICHARD KUKLINSKI  
169 SUNSET STREET  
DUMONT, NJ 07628

CASE NUMBER -

84-03357

### DISCHARGE OF DEBTOR

SSN/ID: 142-26-7071

It appearing that a petition was filed on JUNE 20, 1984 by the above-named debtor commencing a case under Title 11, United States Code, and an order for relief was entered under Chapter 7 and that no complaint objecting to the discharge of the debtor was filed within the time fixed by the court (or that a complaint objecting to discharge of the debtor was filed and, after due notice and hearing, was not sustained), IT IS ORDERED THAT

1. The above-named debtor is released from all dischargeable debts.
2. Any judgment heretofore or hereafter obtained in any court other than this court is null and void as a determination of the personal liability of the debtor with respect to any of the following:
  - (a) Debts dischargeable under 11 U.S.C. § 523.
  - (b) Unless heretofore or hereafter determined by order of this court to be nondischargeable, debts alleged to be excepted from discharge under Clauses (2), (4) and (6) of 11 U.S.C. §523(a).
  - (c) Debts determined by this court to be discharged under 11 U.S.C. §523(d).
3. All creditors whose debts are discharged by this order and all creditors whose judgments are declared null and void by paragraph 2 above are enjoined from commencing, continuing or employing any action, process or act to collect, recover or offset any such debt as a personal liability of the debtor, or from property of the debtor, whether or not discharge of such debt is waived.

TO THE DEBTOR - THIS IS TO ADVISE THAT A DISCHARGE HEARING WILL BE HELD IN THIS MATTER. YOU WILL RECEIVE A NOTICE IN THE FUTURE AS TO THE TIME AND LOCATION OF THAT HEARING.

DATED NOVEMBER 16, 1984 AT NEWARK, NJ

BY THE COURT

b6  
b7C

[REDACTED]  
%HAROLD'S PUB  
ROUTE 10  
RANDOLPH TWP., NJ

FORM 19 (8/83)

D. JOSEPH DEVITO  
BANKRUPTCY JUDGE

10/9/80

SLAVITT, FISH & COWEN  
A Professional Corporation

Counsellors at Law

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN

ARTHUR SLAVITT  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6416

October 9, 1980



b6  
b7C

Re: [redacted] vs. Kuklinski

Dear [redacted]

b6  
b7C

We have this day sent out a Complaint to the Clerk of the Superior Court for filing. Within approximately two weeks, a Summons and Complaint will then be served on Mr. Kuklinski demanding repayment of the loan together with interest and costs. We will keep you advised of the progress as it develops. In the interim, we would appreciate your check in the amount of \$350.00 to cover original filing fees, costs, and on account of services rendered to date.

Sincerely,

SLAVITT, FISH & COWEN

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b7C

MSF/lm

Pd 5<sup>th</sup> ck  
posting  
10/14/80

11/4/80

SLAVITT, FISH & COWEN

A Professional Corporation

Counsellors at Law

BEN J. SLAVITT  
MARVIN S. FISH  
MARTIN H. COWEN

ARTHUR SLAVITT  
(1907-1977)

17 ACADEMY STREET  
NEWARK, N.J. 07102  
(201) 622-6416

November 4, 1980



b6  
b7C

Re: [redacted] vs. Kuklinski

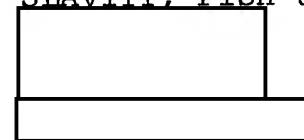
Dear [redacted]

b6  
b7C

The enclosed supplements my letter of yesterday.

Sincerely,

SLAVITT, FISH & COWEN

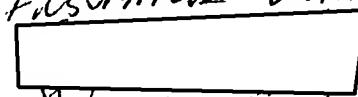


b6  
b7C

MSF/lm  
enclosure

No Joint Venture.

1. IF Business Venture when all Stockholders agree to
2. Stock - (Issue?)
3. Shares?
4. Financial Voluntar - Paid for it itself.



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b7C

5. If this transfer of Business when actually  
a loan - because of friendly or your request  
on loan if our deal I would have signed

1. - Is Honest & Reputable - Check References  
will not be intermediates by any organization  
& Court attorney - If upon his allegation  
all as stated as the case.

Check  
R.L.

*Law Offices*  
LUKE F. BINETTI  
A PROFESSIONAL CORPORATION

581 Bergen Boulevard • P.O. Box 86  
Ridgefield, N.J. 07657 • (201) 945-7000

LUKE F. BINETTI  
ROBERT F. BINETTI

November 3, 1980

[REDACTED]  
Slavitt, Fish & Cowen, P.A.  
17 Academy Street  
Newark, New Jersey 07102

Re: [REDACTED] v. Kuklinski  
Docket No. L 7635-80

Dear [REDACTED]

My clients advised me that they received an incredible letter from you dated October 28, 1980. In that letter, a self-serving statement is made, presumably in total reliance upon what was told to you by your client, that my clients had paid the sum of \$500.00 to your client in recognition of the fictitious loan that he is attempting to extort from Mr. Kuklinski. This is utter nonsense and both my clients and I were utterly amazed that [REDACTED] could continue to try to lay the foundation for his false claim through such misrepresentations and chicanery.

So that there is no misunderstanding, Mr. Kuklinski has not paid \$500.00 or any other such monies to [REDACTED] this past week, nor has he every taken any such loan as set forth in your letter. I look forward to the opportunity to explore [REDACTED] representations to you during discovery, if the suit is permitted to go that far. As I mentioned in my previous letter, although Mr. Kuklinski has absolutely no liability to [REDACTED] the expense of defending this litigation is much greater than the simple act of going into personal bankruptcy and this may very well be the course of action that he chooses to take. I shall, of course, keep you advised accordingly.

Very truly yours,

[REDACTED]

RFB:dd

xc.: Mr. Richard Kuklinski

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b7C

b6  
b7C

b6  
b7C

b6  
b7C

Field File No. 49A-1830-1A7  
OO and File No. 49A-1830-1A7

Date Received 9/20/85

Date Received 9/20/85

From H G Associates

(Name of Contributor)

(Name of Contributor)

(Name of Contributor)

Woodcliff Lake, N.Y.

(Address of Contributor)

By \_\_\_\_\_  
(Name of Special Agent)

To Be Returned  Yes

No

Yes

No

Receipt Given  Yes

No

**Grand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure**

**Description:** \_\_\_\_\_

Copy of lease Agreement  
between HG Associates &  
Kublenske

# This Agreement,

BETWEEN T & G Associates, a  
partnership with offices at 436 Old Hook Road, Emerson, New Jersey  
as Landlord and

Richard Kuklinski, 428B Old Hook Road, Emerson, New Jersey

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 500 sq. ft. on the first floor, known as 428B Old Hook Road, Emerson, New Jersey 07630

Office - 385-5546

Home - 385-0481 - Unpublished number

for the term of one (1) year

to commence from the 15th day of January 1980, and to end on the 15th day of January 1981, to be used and occupied only for office purposes only.

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of Three-thousand, Three-hundred (\$3,300) Dollars.

said rent to be paid in equal monthly payments in advance on the fifteenth day of each and every month during the term aforesaid, as follows: Two-hundred, seventy-five (\$275.00) Dollars a month for twelve (12) months from January 15, 1980 to January 15, 1981.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

\* 17th: The Tenant has this day deposited with the Landlord the sum of \$ 150.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

\* Landlord has \$125.00 security. Need \$150.00 more which would total one months rent.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder, and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.

31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proportion to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of January 19 80.

Signed, Sealed and Delivered  
in the presence of

T & G ASSOCIATES

(LANDLORD)

b6  
b7C

RICHARD KUKLINSKI

(TENANT)

By:

*Richard Kuklinski*

Witness

# This Agreement,

BETWEEN T & G Associates, a partnersh  
with offices at 436 Old Hook Road, Emerson, New Jersey

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey as Landlord and

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 180 sq. ft on the first floor, side of building, known as 428-1C Old Hook Road, Emerson New Jersey

for the term of One (1) year

to commence from the 1st day of October 1978, and to end on the 30th day of September 1979, to be used and occupied only for office purposes only

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500.00.) Dollars

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1978 to September 30, 1979.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make all repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damages by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, and regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, or occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous on account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to the total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$125.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

23rd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejectment of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

27th: This lease and the obligation of Tenant to pay rent hereunder and perform all of the other covenants and agreements hereunder on part of Tenant to be performed shall in nowise be affected, impaired or excused because Landlord is unable to supply or is delayed in supplying any service expressly or impliedly to be supplied or is unable to make, or is delayed in making any repairs, additions, alterations or decorations or is unable to supply or is delayed in supplying any equipment or fixtures if Landlord is prevented or delayed from so doing by reason of governmental preemption in connection with a National Emergency declared by the President of the United States or in connection with any rule, order or regulation of any department or subdivision thereof of any governmental agency or by reason of the conditions of supply and demand which have been or are affected by war or other emergency.

28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

29th: This lease is subject and is hereby subordinated to all present and future mortgages, deeds of trust and other encumbrances affecting the demised premises or the property of which said premises are a part. The Tenant agrees to execute, at no expense to the Landlord, any instrument which may be deemed necessary or desirable by the Landlord to further effect the subordination of this lease to any such mortgage, deed of trust or encumbrance.

30th: The Landlord shall supply all heat, electric and water to tenant.

31st: The Tenant further agrees to carry Public Liability Insurance for personal injury in the amount of not less than \$300,000 and further agrees to include the Landlord as additional insured under the terms of said liability insurance.

32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1978 shall be borne by the Tenant in proportion to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

33rd: The Tenant shall be responsible at his own cost and expense for janitorial service for the office rented to him.

And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of

19

Signed, Sealed and Delivered  
in the presence of }

T - sociatés (LANDLORD)  
B b6  
Richard Kuklinski b7C  
By: Richard Kuklinski (TENANT)

Witness: [Redacted]

# This Agreement,

BETWEEN T & G Associates, a partnership

with offices at 436 Old Hook Road, Emerson, New Jersey

as Landlord and

Richard Kuklinski, 428-1C Old Hook Road, Emerson, New Jersey

as Tenant

WITNESSETH: That the said Landlord has let unto the said Tenant and the said Tenant has hired from the said Landlord, the following premises: One private office approximately 180 sq. ft. on the first floor, side of building, known as 428-1C Old Hook Road, Emerson, New Jersey

for the term of One (1) year

to commence from the 1st day of October 1977, and to end on the 30th day of September 1978, to be used and occupied only for office purposes only

upon the conditions and covenants following:

1st: That the Tenant shall pay the annual rent of One-thousand Five-Hundred (\$1,500.00) Dollars

said rent to be paid in equal monthly payments in advance on the 1st day of each and every month during the term aforesaid, as follows: One-hundred twenty-five (\$125.00) Dollars a month for twelve (12) months from October 1, 1977 to September 30, 1978.

2nd: That the Tenant shall take good care of the premises and shall at the Tenant's own cost and expense make repairs to air conditioning units which are supplied initially by the Landlord in good working order and all interior decorating as needed.

and at the end or other expiration of the term, shall deliver up the demised premises in good order or condition, damaged by the elements excepted.

3rd: That the Tenant shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all their Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, violations or other grievances, in, upon or connected with said premises during said term; and shall also promptly comply with and execute all rules, orders, regulations of the Board of Fire Underwriters, or any other similar body, for the prevention of fires, at the Tenant's own cost and expense.

4th: That in case the Tenant shall fail or neglect to comply with the aforesaid statutes, ordinances, rules, orders, regulations and requirements or any of them, or in case the Tenant shall fail or neglect to make any necessary repairs, then the Landlord or the Landlord's Agents may enter said premises and make said repairs and comply with any and all of the said statutes, ordinances, rules, orders, regulations or requirements, at the cost and expense of the Tenant and in case of the Tenant's failure to pay therefor, the said cost and expense shall be added to the next month's rent and be due and payable as such, or the Landlord may deduct the same from the balance of any sum remaining in the Landlord's hands. This provision is in addition to the right of the Landlord to terminate this lease by reason of any default on the part of the Tenant.

5th: That the Tenant shall not assign this agreement, or underlet or underlease the premises or any part thereof, occupy, or permit or suffer the same to be occupied for any business or purpose deemed disreputable or extra-hazardous account of fire, under penalty of damages and forfeiture.

6th: That no alterations, additions or improvements shall be made in or to the premises without the consent of the Landlord in writing, under penalty of damages and forfeiture, and all additions and improvements made by the Tenant shall belong to the Landlord.

7th: In case of damage, by fire or other cause, to the building in which the leased premises are located, without the fault of the Tenant or of Tenant's agent or employees, if the damage is so extensive as to amount practically to total destruction of the leased premises or of the building, or if the Landlord shall within a reasonable time decide not to rebuild, this lease shall cease and come to an end, and the rent shall be apportioned to the time of the damage. In all other cases where the leased premises are damaged by fire without the fault of the Tenant or of Tenant's agents or employees the Landlord shall repair the damage with reasonable dispatch after notice of damage, and if the damage has rendered the premises untenantable, in whole or in part, there shall be an apportionment of the rent until the damage has been repaired. In determining what constitutes reasonable dispatch consideration shall be given to delays caused by strikes, adjustment of insurance and other causes beyond the Landlord's control.

8th: That said Tenant agrees that the said Landlord and Landlord's Agents, and other representatives, shall have the right to enter into and upon said premises, or any part thereof, at all reasonable hours for the purpose of examining the same, or making such repairs or alterations therein as may be necessary for the safety and preservation thereof.

9th: The Tenant also agrees to permit the Landlord or Landlord's Agents to show the premises to persons wishing to hire or purchase the same; and the Tenant further agrees that during the six months next prior to the expiration of the term, the Landlord or Landlord's Agents shall have the right to place notices on the front of said premises, or any part thereof, offering the premises "To Let" or "For Sale," and the Tenant hereby agrees to permit the same to remain thereon without hindrance or molestation.

10th: That if the said premises, or any part thereof, shall become vacant during the said term, or should the Tenant be evicted by summary proceedings or otherwise, the Landlord or Landlord's representatives may re-enter the same, either by force or otherwise, without being liable to prosecution therefor; and re-let the said premises as the Agent of the said Tenant and receive the rent thereof; applying the same, first to the payment of such expenses as the Landlord may be put to in re-entering and then to the payment of the rent due by these presents; the balance (if any) to be paid over to the Tenant who shall remain liable for any deficiency.

11th: Landlord may replace, at the expense of Tenant, any and all broken glass in and about the demised premises. Landlord may insure, and keep insured, all plate glass in the demised premises for and in the name of Landlord. Bills, for the premiums therefor shall be rendered by Landlord to Tenant at such times as Landlord may elect, and shall be due from, and payable by Tenant when rendered, and the amount thereof shall be deemed to be, and be paid as, additional rental. Damage and injury to the said premises, caused by the carelessness, negligence or improper conduct on the part of the said Tenant or the Tenant's agents or employees shall be repaired as speedily as possible by the Tenant at the Tenant's own cost and expense.

12th: That the Tenant shall neither encumber, nor obstruct the sidewalk in front of, entrance to or halls and stairs of said building, nor allow the same to be obstructed or encumbered in any manner.

13th: The Tenant shall neither place, nor cause, nor allow to be placed, any sign or signs of any kind whatsoever at, in or about the entrance to said premises nor any other part of same except in or at such place or places as may be indicated by the said Landlord and consented to by Landlord in writing. And in case the Landlord or Landlord's representatives shall deem it necessary to remove any such sign or signs in order to paint or to make any other repairs, alterations or improvements in or upon said premises or the building wherein same is situated or any part thereof, the Landlord shall have the right to do so, providing the same be removed and replaced at the Landlord's expense whenever the said repairs, alterations or improvements shall have been completed.

14th: It is expressly agreed and understood by and between the parties to this agreement, that the Landlord shall not be liable for any damage or injury to person or property caused by or resulting from steam, electricity, gas, water, rain, ice or snow, or any leak or flow from or into any part of said building, or from any damage or injury resulting or arising from any other cause or happening whatsoever.

15th: That if default be made in any of the covenants herein contained, then it shall be lawful for the said Landlord to re-enter the said premises, and the same to have again, re-possess and enjoy.

16th: That this lease shall not be a lien against said premises in respect to any mortgages that are now on or that hereafter may be placed against said premises, and that the recording of such mortgage or mortgages shall have preference and precedence and be superior and prior in lien of this lease irrespective of the date of recording and the Tenant agrees to execute any instrument without cost, which may be deemed necessary or desirable to further effect the subordination of this lease to any such mortgage or mortgages, and a refusal to execute such instruments shall entitle the Landlord, or the Landlord's assigns and legal representatives to the option of cancelling this lease without incurring any expense or damage, and the term hereby granted is expressly limited accordingly.

17th: The Tenant has this day deposited with the Landlord the sum of \$ 125.00 as security for the full and faithful performance by the Tenant of all of the terms and conditions upon the Tenant's part to be performed, which said sum shall be returned to the Tenant after the time fixed as the expiration of the term herein, provided the Tenant has fully and faithfully carried out all of the terms, covenants and conditions on the Tenant's part to be performed. In the event of a bona fide sale, subject to this lease, the Landlord shall have the right to transfer the security to the vendee for the benefit of the Tenant and the Landlord shall be considered released by the Tenant from all liability for the return of such security; and the Tenant agrees to look to the new Landlord solely for the return of the said security, and it is agreed that this shall apply to every transfer or assignment made of the security to a new Landlord.

18th: That the security deposited under this lease shall not be mortgaged, assigned or encumbered by the Tenant without the written consent of the Landlord.

19th: It is expressly understood and agreed that if for any reason it shall be impossible to obtain fire insurance on the buildings and improvements on the demised premises in an amount, and in the form, and in fire insurance companies acceptable to the Landlord the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term thereof, on giving to the Tenant three days' notice in writing of Landlord's intention so to do and upon the giving of such notice, this lease and the term thereof shall terminate and come to an end.

20th: It is expressly understood and agreed that in case the demised premises shall be deserted or vacated, or if default be made in the payment of the rent or any part thereof as herein specified, or if, without the consent of the Landlord, the Tenant shall sell, assign, or mortgage this lease or if default be made in the performance of any of the covenants and agreements in this lease contained on the part of the Tenant to be kept and performed, or if the Tenant shall fail to comply with any of the statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government or of any and all their Departments and Bureaus, applicable to said premises, or if the Tenant shall file or there be filed against Tenant a petition in bankruptcy or arrangement, or Tenant be adjudicated a bankrupt, or make an assignment for the benefit of creditors or take advantage of any insolvency act, the Landlord may, if the Landlord so elects, at any time thereafter terminate this lease and the term hereof, on giving to the Tenant five days' notice in writing of the Landlord's intention so to do, and this lease and the term hereof shall expire and come to an end on the date fixed in such notice as if the said date were the date originally fixed in this lease for the expiration hereof. Such notice may be given by mail to the Tenant addressed to the demised premises.

All notices required to be given to the Tenant may be given by mail addressed to the Tenant at the demised premises.

21st: The Tenant shall pay to the Landlord the rent or charge, which may, during the demised term, be assessed or imposed for the water used or consumed in or on the said premises, whether determined by meter or otherwise, as soon as and when the same may be assessed or imposed, and will also pay the expenses for the setting of a water meter in the said premises should the latter be required. If such rent or charge or expenses are not so paid the same shall be added to the next month's rent thereafter to become due.

22nd: That the Tenant will not nor will the Tenant permit undertenants or other persons to do anything in said premises, or bring anything into said premises, or permit anything to be brought into said premises or to be kept therein, which will in any way increase the rate of fire insurance on said demised premises, nor use the demised premises or any part thereof, nor suffer or permit their use for any business or purpose which would cause an increase in the rate of fire insurance on said building, and the Tenant agrees to pay on demand any such increase.

22nd: If after default in payment of rent or violation of any other provision of this lease, or upon the expiration of this lease, the Tenant moves out or is dispossessed and fails to remove any trade fixtures or other property prior to such said default, removal, expiration of lease, or vacates the demised premises prior to the issuance of the final order or execution of the warrant, then and in that event, the said fixtures and property shall be deemed abandoned by the said Tenant and shall become the property of the Landlord.

24th: The failure of the Landlord to insist upon strict performance of any of the covenants or conditions of this lease or to exercise any option herein conferred in any one or more instances, shall not be construed as a waiver or relinquishment for the future of any such covenants, conditions or options, but the same shall be and remain in full force and effect.

25th: In the event that the relation of the Landlord and Tenant may cease or terminate by reason of the re-entry of the Landlord under the terms and covenants contained in this lease or by the ejection of the Tenant by summary proceedings or otherwise, or after the abandonment of the premises by the Tenant, it is hereby agreed that the Tenant shall remain liable and shall pay in monthly payments the rent which accrues subsequent to the re-entry by the Landlord, and the Tenant expressly agrees to pay as damages for the breach of the covenants herein contained, the difference between the rent reserved and the rent collected and received, if any, by the Landlord, during the remainder of the unexpired term, such difference or deficiency between the rent herein reserved and the rent collected, if any, shall become due and payable in monthly payments during the remainder of the unexpired term, as the amounts of such difference or deficiency shall from time to time be ascertained.

26th: If the whole or any part of the demised premises shall be acquired or condemned by Eminent Domain for any public or quasi public use or purpose, then and in that event, the term of this lease shall cease and terminate from the date of title vesting in such proceeding and Tenant shall have no claim against Landlord for the value of any unexpired term of said lease. No part of any award shall belong to the tenant.

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28th: Landlord shall not be liable for failure to give possession of the premises upon commencement date by reason of the fact that premises are not ready for occupancy, or due to a prior Tenant wrongfully holding over or any other person wrongfully in possession or for any other reason; in such event the rent shall not commence until possession is given or is available, but the term herein shall not be extended.

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32nd: Any increase in Real Estate Tax in excess by the Borough of Emerson over the base year commencing July 1, 1977 shall be borne by the Tenant in proportion to his area as compared to the total area of the building. Computation to be made by the Landlord and billed as soon as possible after receiving notice of any increase in real estate taxes by the Borough of Emerson.

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And the said Landlord doth covenant that the said Tenant on paying the said yearly rent, and performing the covenants aforesaid, shall and may peacefully and quietly have, hold and enjoy the said demised premises for the term aforesaid, provided however, that this covenant shall be conditioned upon the retention of title to the premises by the Landlord.

And it is further understood and agreed, that the covenants and agreements herein contained are binding on the parties hereto and upon their respective successors, heirs, executors, administrators and assigns.

It is further expressly agreed that the words used in the singular shall include words in the plural where the text of this instrument so requires.

IN WITNESS WHEREOF, the parties have inter-changeably set their hands and seals or caused these presents to be signed by their proper corporate officers and caused their proper corporate seal to be hereto affixed, this day of

19

Signed, Sealed and Delivered  
in the presence of }

T & G Associates

(LANDLORD)

b6  
b7C

Richard Kuklinski

(TENANT)

By:

Richard Kuklinski

Witness

Field File No.

OO and File No.

NR49A1830-1A8

Date Received

9/23/83

From

L.T.

(Name of Contributor)

JERSEYCITYP.D.

(Address of Contributor)

JERSEYCITYN.J.

By

To Be Returned  Yes No Yes NoReceipt Given  Yes NoGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
ProcedureDescription:  Original notes re interview of

① Statement (written) By  
KUKURSKA

② Supplementary Investigative  
Reports re Murder of  
GEORGE MARSHALL

b6  
b7C

JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT	3 SECTION CASE NUMBER	4 FILE NUMBER		
		North/Homicide		#30696-80		
5 CRIME OR SUBJECT		7 Victim(s) NEW ADDRESS				
Murder		George W. Malliband, WM, age 42 1124 Mifflin St., Huntingdon, Pa.				
5A NEW CRIME IF CHANGED		6A NJ STATUTE	44 STATUS CRIME	45 STATUS CASE		
		2C:11-3	40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED \_\_\_\_\_ 46A New accused \_\_\_\_\_ 47A ADULT \_\_\_\_\_ 48A JUVENILE \_\_\_\_\_ 49A RACE \_\_\_\_\_ 50A SEX \_\_\_\_\_ 51A DATE OF BIRTH b6  
b7C

At 0930 hours, this date the belowsigned secured a statement from a

In his statement [redacted] relates how [redacted] had given him b6 a message from victim at about 4:00 or 5:00 PM, Thursday, January 31st. b7C [redacted] told [redacted] that he had seen victim leaving home, 1124 Mifflin Street, Huntingdon, Pa., in company with Richard Kuklinski, a business partner, at about 4:00 or 4:45 PM the same day. Before leaving victim told [redacted] to make sure that he told [redacted] that he was leaving Huntingdon with Kuklinski to go to New York and that he (victim) was carrying \$27,000.00 in cash. Victim wanted this information known to [redacted] in case anything happened to him. b6  
b7C

At about 11:30 PM, that night [redacted] received phone call from George Malliband who told him that he was staying at the Holiday Inn near Dumont, N.J., not far from Kuklinski's home. He gave [redacted] his room number & telephone. During this conversation, George told [redacted] that he & Kuklinski were supposed to meet with someone but he was a little concerned & hoped Kuklinski hadn't set him up. [redacted] said he would check back with him after he closed his bar at 2:00 AM.

Ten minutes before 3:00 AM, [redacted] called [redacted] at the Holiday Inn and was assured by George that everything was alright and he promised b7C to keep in touch. Later on that day, Friday, February 1st at about 1:00 PM George called [redacted] at the bar & told him he was at Kuklinski's office. He mentioned that the guy they were supposed to meet never showed up and again spoke of being set up. They ended their conversation discussing plans of George's birthday dinner at [redacted] which was scheduled for 7:00 PM, that evening. This was the last [redacted] heard from [redacted]. b6  
b7C

Sunday morning, February 3rd, [redacted] called Kuklinski and asked where b6 George was. Kuklinski told him he didn't know, then told him that George b7C had left Friday afternoon to go to New York. He then said George left Friday evening and then finally he said George left at 5:30 PM. He told [redacted] to call him back later & hung up.

At 10:30 AM, Sunday morning [redacted] called Kuklinski back and asked (Cont.)

52 TYPE NAME	53	58 BADGE	54 DATE OF REPORT
Signature: Det. [redacted]		PAGE 1 OF 2	18, 1980
55 PCT/UNIT		56 SUPERVISOR APP	b6 b7C
N/Homicide		Lt. [redacted]	

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North/Homicide	3 SECTION CASE NUMBER	4 FILE NUMBER #30696-80		
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980				
SA NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3	44 STATUS CRIME	45 STATUS CASE		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

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(Cont.)

him had he heard from George and was told "no". [redacted] then asked hib6 how did George get to New York and what had happened to the money George b7C was carrying. Kuklinski said this time, that he had driven George to New York on Friday and dropped him off somewhere on 30th Street. As for the money, Kuklinski stated that George took it with him. In regards to George returning home for the birthday dinner, Kuklinski told [redacted] George had changed his plans. Kuklinski said he had nothing else to offer about George disappearance and the conversation ended.

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Sunday, February 3rd, [redacted] called Pennsylvania State Police, Huntingdon Barracks and reported to Trooper [redacted] that [redacted] George Malliband was missing.

Monday, February 4th, a [redacted] of Yonkers, N.Y., tele: b6 [redacted] called [redacted] and informed him that George had paid him a b7C visit, at his home in Yonkers, February 1st at 9:00 AM. He also said that he had a telephone conversation with George later that same day about 3:30 PM while George was in Kuklinski's office in Dumont, N.J., adding that he called George using a Dumont, N.J. number. [redacted] told [redacted] that he felt victim was worried about something but did not elaborate. He did not hear from or see George again.

In [redacted] statement he says that he does not know why [redacted] b6 was carrying so much money and assumes the money was to buy porno b7C films. That was the only time he would carry large sums of money to his knowledge. He would sometimes carry the money in a paper bag or his pocket.

In regards to threats or outstanding debts. [redacted] said that he does b6 not know of anyone that might of threatened [redacted] life. He does b7C know that Kuklinski owed [redacted] \$35,000.00 as a result of business transaction with porno films. To his knowledge the debt was never cleared and Kuklinski had been stalling [redacted] about payment.

In conclusion, [redacted] stated that this was the only information he could offer at this time.

Investigation to Continue....

52 TYPE NAME Signature	53 Det. [redacted]	54 DATE OF REPORT 10-19-1980
55 PCT/UNIT N/Homicide		56 SUPERVISOR/TYPE Lt. [redacted]

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT NO. HOM. SQ	3 SECTION CASE NUMBER DOB 2/1/38	4 FILE NUMBER 30696		
5 CRIME OR SUBJECT MURDER.		6 DATE OF CRIME 2/5/80 7 Victim(s) NEW ADDRESS GEORGE WILLIAM MALLIBAND JR. 1124 MIFFLIN ST. HUNTINGDON PA.				
8A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3	44 STATUS CRIME	45 STATUS CASE		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

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At 0930 Hours this date 2/7/80 the U/S Phoned the "BROGAN CADILLAC CO." Paterson Office, located at 505 Ellison Street Paterson N.J. Phone 742 8400 in Re: to a 1979 Cadillac N.J. Reg. 813 KPY two door, Color b6 Blue and Grey listed to the above company. b7C

Spoke to a [redacted] who checked Company records and gave the following information:

That this vehicle was leased on May 25th, 1979 to "Sunset Co". 169 Sunn et Drive Dumont N.J., Phone # 385 5548. A Richard Kuklinski who listed himself as Vice President of Sunset Co. signed a 36 month lease for this automobile, and it is still in his possession.

Mr. Kuklinski gave the following N.J. Dr. Lic Number K 9 188 65 57304352. The U/S also contacted Sgt [redacted] of the J.C. Auto Squad and requested an Alphabetical Check of the Above Kuklinski. b6

Sgt. [redacted] gave the following information: Kuklinski has no Vehicles registered to him, also has the same Dr. Lic. listed above. He gave the place of employment as the "Sunset Co. 125 Lafayette St. N.Y.C. Check with the N.Y.C. Phone Directory shows no Phone listed at this address. Check with N.Y. City Phone information shows no listing or Phone for this Sunset Co at 125 Lafayette St. N.Y.C.

52 TYPE NAME Signature Sgt	53 PAGE 1 OF 1 PAGES 55 PCT/UNIT HOM. SQ.	54 DATE OF REPORT 2/7/80 56 SUPERVISORY [Signature]
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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North-HOM	3 SECTION CASE NUMBER	4 FILE NUMBER 30696		
5 CRIME OR SUBJECT <b>Murder</b>		6 DATE OF CRIME <b>2-5-80</b>	7 Victim(s) NEW ADDRESS <b>George Malliband Jr. W M age 42 1124 Mifflin St. Huntingdon, Pa.</b>			
5A NEW CRIME IF CHANGED		6A NJ STATUTE <b>2 C 11-3</b>	44 STATUS CRIME <b>Invest.</b>	45 STATUS CASE <b>Open</b>		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

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At 11:00 hours this date, the undersigned by phone, did interview the

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relative to any information he

could provide about the victim. [REDACTED] stated that on Jan. 31, 1980 between 2 P. M. and 3 P. M. [REDACTED] saw the victim in front of his home (1124 Mifflin St. Huntington, PA.) with Richard Kuklinski, W M age 45, res. 169 Sunset Drive, Dumont, N. J. and they were in a Blue/Gray Cadillac, N. J. 813 and the victim stated that they were going to New Jersey and that he had \$27000.00 in cash on him and wanted [REDACTED] to make sure and tell [REDACTED] about this in case anything happened to him.

Following is a sequence of events in relation to the victim:

1-31-80 (11:30 PM and 12 Mid.) Victim phoned [REDACTED] from the Holiday Inn, Paramus, N. J. Room #220 (843-5400) and stated that he was worried about something but he would not elaborate.

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2-1-80 (3 AM) [REDACTED] called the victim at the Holiday Inn and the victim stated that everything was alright.

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2-1-80 (1 PM) Victim called [REDACTED] and stated that he felt that something was going wrong but would not elaborate. [REDACTED] felt that the call was being made from the office of Richard Kuklinski. (Sunset Co. 169 Sunset Dr. Dumont, N. J. although he could not be sure of this, (THIS IS THE LAST TIME THAT EVER HEARD FROM [REDACTED] GEORGE MALLIBAND JR.)

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Victim was supposed to return home for his birthday Feb. 1, 1980

2-2-80 (11 PM) [REDACTED] called Richard Kuklinski at his business number 201-385-5548 and got the answering service where he left a message to have Richard Kuklinski call him.

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2-3-80 (8:30 AM) [REDACTED] called George Kuklinski and asked him where George was. Richard Kuklinski stated that George on 2-2-80 WENT to New York City to get LAID and get a MASSAGE.

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52 TYPE NAME  Signature	58 BADGE	53 PAGE 1	54 DATE OF REPORT Feb. 6, 1980
		2	
	55 PCT/UNIT N-HOM	56 SUPERVISOR Lt. [REDACTED]	

JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North-HOM	3 SECTION CASE NUMBER	4 FILE NUMBER 30696		
5 CRIME OR SUBJECT <b>Murder</b>		6 DATE OF CRIME <b>2-5-80</b>	7 Victim(s) NEW ADDRESS <b>George Malliband Jr. 1124 Mifflin St. Huntingdon, PA.</b>			
5A NEW CRIME IF CHANGED		6A NJ STATUTE <b>2 C 11-3</b>	44 STATUS CRIME	45 STATUS CASE		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

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2-3-80 (5 PM) [REDACTED] called Richard Kuklinski as to the whereabouts b6 of George and R. Kuklinski stated that he TOOK him to New York City b7C on 2-2-80 and dropped him off at 30 St. N. Y. C. where he was going to get LAID ETC.

Investigation of the movements of the victim while intthis area indicated that he checked into the Holiday Inn, Paramus, N. J. Room #220 on 1-31-80 at 11:56 PM paid \$34.65 for the room (1 Person) and evidently checked out before 12 Noon on 2-1-80 Subject gave his right name and address at the Holiday Inn.

The vehicle in question, N. J. 813-KPY checks out to the Brogan Auto Leasing Co. 100 South Broad St. Ridgewood, N. J. a 1979 Cadillac, color Blue Gray, 2 Door, expired May 1980. Check with this company revealed that this vehicle was rented to Richard Kuklinski on May 25, 1979 on a 36 month lease and the vehicle is still in possession of Richard Kuklinski.

Investigation is continuing.

52 TYPE NAME  Signature	53 PAGE <u>2</u> 55 PCT/UNIT N-HOM	54 DATE OF REPORT <u>Feb. 6, 1980</u>
[REDACTED]	56 APPROXIS Lt.	[REDACTED]

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT No. Hom. Sq.	3 SECTION CASE NUMBER	4 FILE NUMBER 3 0 6 9 6		
5 CRIME OR SUBJECT Murder		7 Victim(s) NEW ADDRESS George William Malliband JR. 1124 Mifflin St. Huntingdon Pa.				
SA NEW CRIME IF CHANGED		6 NJ STATUTE 2C: 11-3	44 STATUS CRIME	45 STATUS CASE		
		2C: 11-1	40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

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At 1400 Hours 2/7/80 the U/S phoned the home of Richard Kuklinski DOB 4/11/35, Res. 169 Sunset Drive Dumont N.J. in an attempt to make an appointment with him in Re: to the above incident. Spoke to a female who stated that she was Barbara Kuklinski the wife of Richard Kuklinski, who stated that Richard Kuklinski was not at home. She further stated that he left on a trip to the "South" this A.M. but she did not know his destination. She expects to hear from him by phone this evening (2/7/80).

I requested Mrs Kuklinski that if her husband contacts her, to have him contact the J.C. Police on 2/8/80 at 547-5476 J.C. Homicide Office Phone Number.

I told Mrs. Kuklinski that we wished to talk to her husband in Re: to a Police incident but did not tell her the nature of this investigation.

Sgt. [redacted]

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52 TYPE NAME Signature <u>Sgt</u>	53	PAGE <u>1</u> OF <u>1</u>	54 DATE OF REPORT
	55 PCT/UNIT Hom Sq.	56 SUPERVISOR APP <u>JL</u>	

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT NO. HOM SQ.	3 SECTION CASE NUMBER DOB 2/1/38 30696		
5 CRIME OR SUBJECT MURDER		6 DATE OF CRIME 2/5/80	7 Victim(s) NEW ADDRESS George William Malliband JR. 1124 Misslin St. Huntingdon PA.		
SA NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3	44 STATUS CRIME 45 STATUS CASE 40A ADDITIONAL STOLEN PROPERTY VALUE 41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS 37A CLOTHING	38A AUTO	39A MISC.

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On 2/6/80 the U/S conducted a background Check in Re: to a Richard Kuklinski. Check with J.C. BCI shows a Richard Kuklinski, DOB 4/11/35, listed as living at 39 Newkirk St. J.C. in 1958. Has arrest Record in J.C. for AA&B Receiving Stolen Prop. and Fugitive from Armed Forced. Has J.C. BCI Number of 18620. Hudson County BCI # 46367. Physical Description 6' 4", 230 lbs, Brown Hair and Brown Eyes. FBI # 8565D, SP# 571114 Last arrested in Hudson County for Violation of City Ord. in Union City N.J. on 10/10/66. He gave his address at that time as 617 57th St. West New York. He now resides at 169 Sunset Drive Dumont N.J. Phone 385 0481

Check with the Bergen County Sheriff's Office in Re: to Richard Kuklinski. Negative result<sup>x</sup>, no record in <sup>Bergen</sup> Hudson County.

Last I.D. Picture of Kuklinski in the J.C. BCI was in 1958. A Union City BCI picture of Kuklinski was obtained this date from the Union City P.D.

Sgt. [redacted]

52 TYPE NAME

Signature S.A.

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1

PAGE

OF

1

54 DATE OF REPORT

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55 PCT/UNIT  
Hom Sq.

56 SUPERVISOR

RECORD ROOM COPY

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

JERSEY CITY, N.J.

1 SUSPECT(S)		2 PCT/UNIT No. Homicide	3 SECTION CASE NUMBER	4 FILE NUMBER
		7 Victim(s) NEW ADDRESS George W. Malliband Jr. Age 42 1124 Mifflin St. Huntingdon PA.		
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2/5/80	44 STATUS CRIME	45 STATUS CASE
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3	40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING      38A AUTO      39A MISC.

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On 2/18/80

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visited the Homicide office where he was interviewed and gave a statement to Det. [redacted] which was covered in a previous report. During this interview [redacted] did turn over to the U/S the following items:

A Photo Copy of a Check issued by the "Barclays Bank International Limited" Tertola B. V. I. Branch. Dated 12/17/79, # 0230773, Pay to the Order of [redacted]

[redacted] for the Sum of \$ 28,514.01 and endorsed on the Rear of Check b6  
by [redacted] then "Pay to the Order of [redacted] b7c  
[redacted] and G. Malliband."

[redacted] stated that George Malliband accompanied by a b6  
male, possibly [redacted] b7c cashed the above check in "The First National Bank" of Mapleton Huntingdon Pa. in the Smithfield Office of this bank where the victim has his Account. This Check was Cashed on 1/30/80.

[redacted] stated that [redacted] George received \$20,000 from this check and [redacted] received the remainder, \$ 8,514.01. [redacted] did not know anything else about this transaction or about [redacted]

The U/S also received from [redacted] a Check # 700, Dated 1/29/80 b6  
drawn on the Account of Sunset Company Box 261, Phone 210 385 5548 Dumont b7c  
N.J. 07628, Signed by Richard Kuklinski, "First National State Bank Haworth N.J.; Pay to the Order of George Malliband, the Sum of \$ 4000.00. Endorsed on the back George Malliband, and Cashed by George Malliband in the First National Bank of Mapleton, Huntingdon Pa.

[redacted] had spoke to the Teller of the First National Bank in Huntingdon, and verified that [redacted] George Malliband did Cash the b7c  
above two Checks.

52 TYPE NAME Sgt. [redacted]	58 BADGE	53 PAGE 1 OF 3	54 DATE OF REPORT 2/20/80
Signature SGT.		55 PCT/UNIT Homicide Sq.	56 SUPERVISOR/A [redacted]

RECORD ROOM COPY

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JERSEY CITY, N. J.

## CONTINUATION REPORT

POLICE DEPARTMENT

SPECIFIC OFFENSE

MURDER

SECTION CASE NO.

FILE NO

30696

STATUTE OR ORDINANCE (R.S. N.J.S. REV. OR D.)

PC:11-3

LOCATION OF OFFENSE

# # Hope Street J.C.

DATE OF OCCURENCE

2/5/80

[redacted] gave the U/S the following list of Credit Cards in the name <sup>b6</sup>  
 of George Malliband Jr. which was in the victim's wallet and not recovered  
 during the search of the victim's body:

Mobile Credit Card	# 880 370 512 11
Texico "	# 53 864 1020 2 W
Gulf "	# 22029 18559 0382 J
Visa "	# 4261 560 508 859
American Ex.	# 3721 3229000 41004

A "STOP" was put on the above Credit Cards by [redacted]  
 b6  
 b7C  
 Also received by the U/S from [redacted] phone bills from George Malliband  
 Bell of Pennsylvania . Account. for victim's Phone # 814 643 6096. These  
 for the Months of Aug., Sept., Oct., and Nov. of 1979. [redacted]  
 will forward the Telephone bills of victim for Dec. and Jan. 1980 when he  
 receives them.

All above items marked by the U/S "W M 2/18/80 G M" and will be put into  
 the J.C. Property Room, as evidence.

At 1000 Hours 2/20/80 the U/S in company with Lt. [redacted] visited <sup>b6</sup>  
 b7C  
 the First National Bank, Haworth where [redacted] gave us two  
 Photo Copies of Checks, # 700 , drawn on the account of Sunset Company  
 (Robert Kuklinski) Dated 1/29/80, Pay to the Order of George Malliband the  
 Sum of \$4000.00, this check the same as previously mentioned in this report.  
 Also received from [redacted] two Photo Copies of Check # 699 Drawn on the  
 account of Sunset Company ( Richard Kuklinski) First National Bank of Haworth  
 Dated 1/29/80, Pay to the Order of George Malliband the sum of \$3500.00.  
 This check also endorsed on the back by George Malliband. This check also  
 cashed by the victim prior to leaving Penn. on Thursday Jan 31st. 1980.  
 These will be marked by the U/S and placed into evidence.

AMENDED PROPERTY VALUATION	A. CURRENCY	B. JEWELRY	C. FURS	D. CLOTHING	E. LOCAL AUTO	F. MISCELLANEOUS	G. TOTALS
----------------------------	-------------	------------	---------	-------------	---------------	------------------	-----------

RANK	SIGNATURE OF OFFICER SUBMITTING REPORT	PCT/UNIT	BADGE NUMBER
Sgt. [redacted]		Hom. Sq.	

STATUS OF C	UNFOUNDED	CLEARED BY ARREST	NOT CLEARED	EXCEPTIONALLY CLEARED	STATUS OF CASE	PENDING ACTIVE	PENDING INACTIVE	CLOSED
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CLEARED BY ARREST OF	JUV.	ADULT	JUV. &	NARCOTIC OFFENDER	CLASSIFICATION:	RECLASSIFICATION:
[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]	[redacted]
<i>[Signature]</i>	[redacted]	[redacted]	[redacted]	DATE 2/20/80	TALLIED BY: [redacted]	INDEXED BY: [redacted]

SUPERVISOR APPROVING

2

3

JERSEY CITY, N. J.

## CONTINUATION REPORT

POLICE DEPARTMENT

SPECIFIC OFFENSE <b>Murder</b>		SECTION CASE NO.	FILE NO <b>30696</b>
STATUTE OR ORDINANCE (I.R.S., N.J.S., REV. OR D.J.) <b>20:11-3</b>	LOCATION OF OFFENSE <b># 3 Hope St. J.C</b>	DATE OF OCCURRENCE <b>2/5/80</b>	

Lt. [redacted] and the U/S also visited the Office of "Sunset Company 428 B Old Heck Road Emerson N.J. Telephone # 967 5732, but found no one at that location as the Office was closed.

Spoke to a [redacted] of "Stevens Association" at the next door location and he stated that he is in his office Mon. to Fri. from 0900 Hours to 1630 Hours, and comes in on Saturdays at 1000 Hours. He stated that he did not see or hear anything unusual on 2/1/80. He knows Richard Kuklinski but does not recall seeing him with any body fitting the description of the victim, George Malliband.

Also spoke to Richard Kuklinski's landlord, one [redacted] of "T & G" Associates" 436 Old Heck Road Emerson N.J. who stated that he stays in his Office [redacted] till five or six P.M., and often comes in on Saturday mornings. He did not see or hear anything unusual on 2/1/80 or the morning of 2/2/80.

Also passed by the home of Richard Kuklinski 169 Sunset Street Dumont N.J. this a one family, two story structure with driveway. Parked in driveway was a Maroon Van, N.J. Reg. XOS 39 D [redacted]. What Richard Kuklinski during interview on 2/11/80 said belong to him. Check with the Computer shows this plate issued to a Red Chev., 1974 Pick Up, and owned by a [redacted]

This Van has a passenger door on right side also a Sliding door on the right side, and two door at the rear; also a door on left side used by driver. There is partition between the front seat of van and the rear of van that makes it impossible to make a visual observation from the front seat to the rear of van. No glass in this van other than the Windshield.

AMENDED PROPERTY VALUATION	A. CURRENCY	B. JEWELRY	C. FURS	D. CLOTHING	E. LOCAL AUTO	F. MISCELLANEOUS	G. TOTALS
RANK <b>Sgt.</b>				PCT/UNIT <b>Hom. Sq.</b>		BADGE NUMBER	
STATUS OF OFF <input type="checkbox"/> UNFOUNDE				STATUS OF CASE <input checked="" type="checkbox"/> PENDING ACTIVE	<input type="checkbox"/> PENDING INACTIVE	<input type="checkbox"/> CLOSED	b6 b7C
Cleared By Arrest Of: <input type="checkbox"/> JUV. <input type="checkbox"/> ADULT <input type="checkbox"/> JUV. & ADULT				CLASSIFICATION:		RECLASSIFICATION:	
NARCOTIC OFFENDER				DATE <b>2/2-80</b>		TALLIED BY:	
				FILED BY		PAGE NUMBER <b>3</b>	NO. OF PAGES <b>3</b>
SUPERVISOR 							

JERSEY CITY, N.J. *W MURKIN*SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)			2 PCT/UNIT North-Hom.	3 SECTION CASE NUMBER	4 FILE NUMBER 30696
5 CRIME OR SUBJECT Murder			6 DATE OF CRIME 2-5-80		
5A NEW CRIME IF CHANGED			6A NJ STATUTE 2 C 11-3		
			44 STATUS CRIME Investigation	45 STATUS CASE Open	40A ADDITIONAL STOLEN PROPERTY VALUE
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO
					39A MISC.

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED \_\_\_\_\_ 46A New accused \_\_\_\_\_ 47A ADULT \_\_\_\_\_ 48A JUVENILE \_\_\_\_\_ 49A RACE \_\_\_\_\_ 50A SEX \_\_\_\_\_ 51A DATE OF BIRTH \_\_\_\_\_

At 14:00 hours this date, the undersigned responded to the De Luxe Graphic Arts Co. 225 Lafayette St. New York City, N. Y. Room #1005 to interview [redacted] as to any information he might have relative to the above subject. [redacted] stated that at NO time did he ever do any type of business with the victim, George Malliband and had only seen him three or four times. Each time he had seen the victim he was in company with RICHARD KUKLINSKI, W. M. AGE 45 RES. 169 SUNSET ST. DUMONT, NEW JERSEY in the area of 225 Lafayette St. N. Y. C. and the last time he saw him was about two months ago and at that time, he, Richard Kuklinski and the victim had lunch at the Bok Hop Chinese Rest. located at 224 Lafayette St. N. Y. C.

The undersigned also on this date did visit the office of Richard Kuklinski, 225 Lafayette St. N. Y. C. Room 1004 but there was no response. b6 b7C Regarding this office, from information received from [redacted] Richard Kuklinski maintained this office so as to be in proximity to a Film Lab located at 75 Spring St. N. Y. C. which has since moved to somewhere in Queens, New York. Richard Kuklinski's office uses the trade name of SUNSET COMPANY, 225 Lafayette St. N. Y. C. Room # 1004.

Investigation is continuing.

b6  
b7Cb6  
b7C

52 TYPE NAME <i>Lt.</i> Signature <i>Sgt.</i>	53 PAGE <u>1</u> OF <u>1</u>	54 DATE OF REPORT 5, 1980.
58 BADGE [redacted]	55 PCT/UNIT North-Hom.	56 SUPERVISOR Lt.

RECORD ROOM COPY

JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT North/Homicide	3 SECTION CASE NUMBER	4 FILE NUMBER #30696-80		
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME Feb. 5, 1980				
5A NEW CRIME IF CHANGED		6A NJ STATUTE 2C:11-3	44 STATUS CRIME	45 STATUS CASE		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.
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Accused: 46 NUMBER ACCUSED \_\_\_\_\_ 46A New accused \_\_\_\_\_ 47A ADULT \_\_\_\_\_ 48A JUVENILE \_\_\_\_\_ 49A RACE \_\_\_\_\_ 50A SEX \_\_\_\_\_ 51A DATE OF BIRTH \_\_\_\_\_

At 1015 hours, this date Mr. Richard L. KUKLINSKI, WM, age 44, res: b6 169 Sunset Street, Dumont, N.J., tele: 384-4254, arrived this office for b7C scheduled interview and statement. It was learned thru investigation that KUKLINSKI was observed driving victim away from his home in Huntingdon on January 31, 1980, early afternoon. Before leaving, victim informed his [redacted] that he was carrying \$27,000.00 in cash and was heading to New Jersey in KUKLINSKI's 1979 Cadillac, El Dorado, Blue/Gray, N.J. Reg. 813 KPY, leased from Brogan Cadillac, Ridgewood, N.J.

The following are series of events as told by KUKLINSKI up to the last time he saw George Malliband alive:

Mr KUKLINSKI stated that he and victim have been business partners for about a year, dealing in Pornographic Film Distribution. Tuesday, January 29th, he drove up to Huntingdon to victim's home so that they could discuss their accounts and socialize. He remained in Huntingdon until Thursday, January 31st when he decided to return Home to Dumont, N.J. Victim asked if he could go along and they both left Huntingdon about 4:00 PM that day heading for Dumont, N.J.

When they reached New Jersey Route #17 near Route #4, victim checked in at the HOLIDAY INN, Paramus, N.J. KUKLINSKI continued home to Dumont. The following day Friday, February 1st, about 7:00 AM he called victim at the HOLIDAY INN & asked him what his plans were. Victim asked him for the use of his Van as he had some errands to run. KUKLINSKI drove to the HOLIDAY INN, arrived around 8:00 AM, brought victim back to Dumont & loaned him the Van, color red with N.J. Reg. XOS 39D. Victim returned with van 10:00 AM. They then went to KUKLINSKI's office, 428 Old Hook Road, Emerson, N.J. (SUNSET CO.) at 10:30 AM where victim stayed until after 3:00 PM.

Victim told KUKLINSKI that he wanted to go to New York City to meet some people, go on the town & make a night of it. At about 3:20 PM they left Emerson, N.J. & headed to New York where he dropped victim off in the vicinity of 30th Street & 7th Avenue approximately 4:00 PM.

KUKLINSKI further stated that victim was to call him when he was ready to return to New Jersey, but he never heard from him again.

52 TYPE NAME Signature Det.	53 BADGE	54 DATE OF REPORT 80
55 PCT/UNIT N/Homicide		56 SUPERVISOR APPROV Lt.

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b6  
b7C

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT	3 SECTION CASE NUMBER	4 FILE NUMBER		
		North/Homicide		#30696-80		
5 CRIME OR SUBJECT		6 DATE OF CRIME Feb. 5, 1980				
Murder		6A NJ STATUTE 2C:11-3	44 STATUS CRIME	45 STATUS CASE		
5A NEW CRIME IF CHANGED			40A ADDITIONAL STOLEN PROPERTY VALUE			
			41A ADDITIONAL RECOVERED PROPERTY VALUE			
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MISC.

LIST NAME ONLY OF PREVIOUS ACCUSED — COMPLETE INFORMATION ON NEW ACCUSED — INCLUDE ADDITIONAL PERPETRATORS — SUSPECTS — RECORD ALL DEVELOPMENTS SINCE LAST REPORT — EXPLAIN ANY CRIME CHANGE — LIST ADDITIONAL INTERVIEWS OF VICTIMS — PERSONS CONTACTED — WITNESSES — EVIDENCE — TECHNICAL SERVICES — STOLEN PROPERTY — RECOVERED PROPERTY — COURT ACTION

Accused: 46 NUMBER ACCUSED \_\_\_\_\_ 46A New accused \_\_\_\_\_ 47A ADULT \_\_\_\_\_ 48A JUVENILE \_\_\_\_\_ 49A RACE \_\_\_\_\_ 50A SEX \_\_\_\_\_ 51A DATE OF BIRTH \_\_\_\_\_

Also in the statement KUKLINSKI mentions that he has known victim for approximately 4 or 5 years although they've only been partners for one. The business they shared was Pornographic Film Distribution on a freelance basis, using KUKLINSKI's self-owned business address, SUNSET COMPANY, 225 Lafayette St., New York City, tele: 212-925-3770 with another office in Emerson, N.J. Sunset Company is for Clothing Wholesale. Porno Films would be purchased from TRI-PHOTO, 21st Street, Long Island, N.Y.

KUKLINSKI believes victim was carrying money but does not know how much or what the money was for. He was not told who George was meeting or why. George was known to sometime carry large sums of money but he did not carry a weapon to his knowledge. He doesn't know of any enemies or threats to George's life. Victim was traveling light and did not have any luggage, only a brown paper bag with possible change of shirt, etc.

KUKLINSKI stated that he was in debt to George for the sum of \$7,500.00, however he cleared that debt by giving George two (2) checks in the amounts of \$4,000.00 & \$3,500.00 drawn on the FIRST NATIONAL BANK, Haworth, N.J. Both checks were from the SUNSET CO. account and made out to George Malliband in name. The checks were given to George Wednesday, Jan. 30th with agreement to hold them for a week before deposit.

In conclusion Mr. KUKLINSKI denied any knowledge regarding George's death. He said he first heard about from a fellow porno film salesman by the name of [redacted] at CENTURY SALES, Pennsauken, N.J., Thursday evening, b6 February 7th. b7C

Richard L. KUKLINSKI is a former Jersey City resident with past residences on Webster, Palisade & Danforth Avenues, also Congress and Sixteenth Streets.

Investigation to continue.....

b6

b7C

52 TYPE NAME Signature Det.	53 PAGE 2 OF	54 DATE OF REPORT , 1980
	55 PCT/UNIT N/Homicide	56 SUPER 142 Lt.

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT <i>MVR</i>	3 SECTION CASE NUMBER No. Hom. Sq.	4 FILE NUMBER 30696		
5 CRIME OR SUBJECT MURDER		6 DATE OF CRIME 2/5/80	7 Victim(s) NEW ADDRESS GEORGE MALLIBAND 1124 MIFFLIN ST HUNTINGDON PA			
SA NEW CRIME IF CHANGED		6A NJ STATUTE PC: 11-3	44 STATUS CRIME	45 STATUS CASE		
			40A ADDITIONAL STOLEN PROPERTY VALUE	41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS	37A CLOTHING	38A AUTO	39A MIS.

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On 2/18/80 [redacted] visited the b6  
Homicide Office as previously reported, during this visit he was accompan- b7C  
ied by [redacted]

[redacted] was interviewed and he related that the victim would sometimes ask him to accompany him to N.Y.C. [redacted] did most of the driving as the victim did not like to drive. During one of these visits to N.Y.C. the victim had an appointment with Mr. Kuklinski and did meet Mr. Kuklinski in a small Chinese Restaurant across the street from Kuklinski's Office located at 125 Lafayette St. N.Y.C. [redacted] stated that Kuklinski shares this Office with A [redacted]. After having a cup of coffee in the Chinese Restaurant the three of them went to Kuklinski's [redacted] Office where Kuklinski and the victim discussed business and where Kuklinski opened up a Brown Colored Brief Case that he was carrying.

[redacted] did observe business papers in the Brief Case also a .38 Cal Revolver, a 357 Magnum and did see Mr. Kuklinski with a small Caliber Automatic which he carried in his pocket. It was also noted by [redacted] that during their visit to this Office, that [redacted] was not there when they first arrived but did come into the Office later, also that Kuklinski has a key to this Office. [redacted] owns a Printing Co at that location where among other thing he prints and supplies boxes for Movie Film. It is to noted that during interview with Richard Kuklinski on 2/11/80 he stated that he had his other office , Sunset Co. 125 Lafayette St N.H.C. 212 925 3770 and that he was a wholesaler of Clothing, also distributor. Check shows " De Luxe Printing Card Co" located at this location and phone # 212 925 3770 S g t. [redacted]

52 TYPE NAME Signature <i>Sgt.</i>	53 BADGE [redacted]	PAGE 1 OF 2 PAGES	54 DATE OF REPORT 2/18/80 b6 b7C
	55 PCT/UNIT Hom. Sq.	56 SUPERVISOR [redacted]	

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JERSEY CITY, N.J.

SUPPLEMENTARY  
INVESTIGATION REPORT

POLICE DEPARTMENT

1 SUSPECT(S)		2 PCT/UNIT NO. Hom Sq.	3 SECTION CASE NUMBER 4 FILE NUMBER 3 0 6 9 6		
5 CRIME OR SUBJECT Murder		6 DATE OF CRIME 2/5/80			
6A NEW CRIME IF CHANGED		6A NJ STATUTE 2C: 11-3	44 STATUS CRIME 45 STATUS CASE 40A ADDITIONAL STOLEN PROPERTY VALUE 41A ADDITIONAL RECOVERED PROPERTY VALUE		
ADDITIONAL VAL STOLEN PROPERTY	34A CURRENCY	35A JEWELRY	36A FURS 37A CLOTHING	38A AUTO	39A MISC.

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[redacted] also related that the victim visited N.Y.C. about every two weeks b6 and picked up about 25 Cases of Movie Film from a Processor in Queens N.Y., b7C name and address unknown. Victim paid approximately \$425.00 to \$450.00 per Case, with 100 reels of Film in each case; he would then resell them for about \$500.00 to \$575.00 Per Case.

[redacted] gave the following dimensions (estimated) of these cases: b6

18" High 18" Long, and 2' Deep, and each case weighing about 25 pounds. b7C He also stated when the victim visited N.Y.C. , the he would stay at the Skyline Motor Inn. A Check with the phone directory shows this Motel to be located at 10 Ave. & 50th St. N.Y.C. Phone 212 586 3400.

At 1400 Hours 2/20/80 the U/S had a telephone conversation with [redacted]

[redacted] who stated that on 1/31/80 between 7:00 P.M. and 8:00 PM. the b6 victim stopped at his home and asked to see [redacted] b7C

[redacted] told the victim that [redacted] was not at home. The victim told him that he was going to N.Y.C. and coming right back the next day.

On 2/1/80 [redacted] received a phone call from the victim who stated that he was alone in the office and that he was waiting for someone to come into the office. When [redacted] asked him where Richard Kuklinski was , the victim stated that he had walked up the street a short time ago. [redacted] phone call with the victim was between 10:00 AM and noon on 2/1/80. Office in question not known at this time, as Kuklinski has an Office at 428 B Old Hook Road Emerson N.J., 125 Lafayette St. N.Y.C and also has a business Phone at his home, 169 Sunset St. Dumont, Phone 385 5548.

Sgt. [redacted]

b6  
b7C

52 TYPE NAME Signature Sjt	53 BADGE	54 DATE OF REPORT 2/20/80
	55 PCT/UNIT Hom. Sq.	56 SUPERVISOR AF [Signature]

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## JERSEY CITY POLICE DEPARTMENT

TIME 1025 hours (A.M.)

DATE Feb. 11, 1980

VICTIM-WITNESS-ID STATEMENT OF: Richard L. Kuklinski

AGE 44

TAKEN AT: Homicide Squad Office, 207 - 7th Street

WITNESSED BY: Det. Sgt.

b6  
b7C

I AM Detective

OF THE JERSEY CITY POLICE

DEPARTMENT. DURING THIS INTERVIEW YOU ARE ASKED TO TELL ME IN YOUR OWN  
WORDS WHAT TOOK PLACE ON \_\_\_\_\_ AT \_\_\_\_\_ A.M.  
P.M.

Q. ARE YOU WILLING TO ANSWER MY QUESTIONS AT THIS TIME? Yes.

Q. WHAT IS YOUR NAME? Richard Leonard Kuklinski

Q. WHAT IS YOUR TELEPHONE NUMBER? 384-4254

Q. WHERE DO YOU LIVE? 169 Sunset Street, Dumont, N.J. 07628

Q. WHAT IS YOUR DATE OF BIRTH? April 11, 1935

Q. WHAT IS YOUR PLACE OF BIRTH? Jersey City, N.J.

Q. WHERE DO YOU WORK? Self Employed, Wholesaler, Buy Clothes &amp; Distribute

Q. ARE YOU MARRIED? Yes SPOUSE'S NAME? Barbara

Q. WHAT IS THE EXTENT OF YOUR EDUCATION? Graduated Grammer School

Q. CAN YOU READ AND WRITE THE ENGLISH LANGUAGE? Yes.

Q. WILL YOU NOW TELL ME IN YOUR OWN WORDS WHAT OCCURRED? Yes.

THE LAST TIME YOU SAW GEORGE W. MALLIBAND ALIVE.

A. George called me around midday ~~Tuesday~~<sup>MONDAY</sup>, January 28th and asked me todrive up to his home in Huntingdon, Pennsylvania. We were business  
partners and we discussed our account over the phone and decided we  
should get together. He suggested that if I had nothing to do, Ishould take a ride up to his home. I'm not sure whether I called him  
or he called me, I just remember the phone conversation. On ~~Wednesday~~<sup>TUESDAY</sup>,January 29th I drove up to Huntingdon and I arrived George's home about  
4 PM that afternoon. He wasn't home when I arrived so I went to the VFW,about 5 minutes away at 520-22 Penn Street and waited. I had left a note  
in George's door telling him where I had gone. I waited about 2 hours  
before George arrived. We had a few drinks there and then went to a  
local Pizzaria and dined, I don't know the name or the street it was on.After we ate I drove George to his home and while I was there George  
called the Vista-Vu Motel, on Route 22 and reserved a room for me. It's  
only about ten minutes away from George's. I left George's home and went  
to the Motel about 10 PM to pay them for the room and get the key as  
their office doesn't stay open late.

Det. Sgt. [redacted]

WITNESSED BY [redacted] SGT [redacted]

SIGNATURE [redacted]

Det. [redacted]

b6  
b7C

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM AGE 44.

After picking up my key for the room I returned to George's house and picked him up and then we went back to the VFW and had a few drinks. We stayed for about 2 hours, George had received a telephone call while we were there, I don't know who the caller was, he just said he had to go somewhere. We both left the VFW at the same time, George had his own car, I didn't pick him up. I went back to the Motel. The next morning, Wednesday January 30th about 8 AM, I called George and told him I was up and we decided to meet at the TEXAS WEINERS RESTURANT in town and have breakfast. After breakfast we went back to George's house, we discussed business and watched Television. He received a couple of telephone calls while I was there, he didn't tell me who the callers were. He left the house for a few hours while I waited and slept on his couch. When he returned we went out again, had a few drinks & spent the evening together, hopping around to different places, the Moose Lodge, the Colonial Tavern, all in town. We were using George's car at this time, after we finished drinking George dropped me off at my car and we split up, I was now staying at the Best Western Motel also on Route #22, I went there and spent the night. Thursday morning, Thursday, January 31, about 8 AM I called him and told him after we had breakfast at TEXAS WEINERS, I was going to leave and go home to Dumont. He said he wanted to ride down with me and I said okay, we returned to his house where I waited while he took care of some errands. He returned and we left Huntingdon about 4 PM heading to Dumont. We stopped along the way and dined at the MIDWAY DINER on Route #78. After eating we continued and when we got on Route #17 we stopped at the HOLIDAY INN, where Route #4 & #17 meet, I think it's Paramus, George took a room there. After he got his room, I left and continued home. I went home and went to sleep, I arrived home about 10 PM that night. In the morning about 7:30 AM, I called him at the Holliday Inn and asked him what was his plans. He said he had a few errands to take care of and could he borrow my van. I said okay, I went and picked him up with my caddy and drove him back to my house in Dumont and gave him my van.

TIME &amp; DATE STATEMENT COMPLETED

Det. Sgt. [redacted]

b6  
b7C

WITNESSED BY

Det. [redacted]

Sgt [redacted]

SIGNATURE

CONTINUED STATEMENT OF RICHARD L. KUHLINKI, WM, AGN 44:

It was about 8:00 AM when I picked him up at the HOLIDAY INN, I must have called him about 7:00 AM. He left to take care of his errands and he returned a little after 10:00 AM with the van. He said he had some time to kill and wanted to hang out for awhile so we went to my office at 428 Old Hook Road, Emerson, N.J. At about 10:30 AM, he made a few calls from my office and I told him I didn't want to hang around so I left him in the office about 11:00 or 11:30 AM and I went home. Later on that day I returned to the office, he was still there and about 2:00 or 3:00 PM he said he wanted to go to New York. About 3:20 PM we left the office and I drove him to New York and dropped him off at 36th Street and I think 7th Avenue, this was about 4:00 PM. He said he wanted to make a night of it, he was going to meet some people and go on the town. That was the last I saw or heard from him, then [redacted] called me, I think it was on Sunday, February 3rd and asked me about George and I told him I hadn't seen him since Friday when I took him to New York. [redacted] said he would make a few calls to try and find [redacted] b6 b7C George and that was it. There is nothing else I can thin' of.

Q. - How long have you known the victim George W. Malliband?

A. - Just be between 4 and 5 years.

Q. - How long have you been business partners? What type of business?

A. - We have been doing business for the 4 or 5 years but we were only partners for about a year. We distributed Porno films on a freelance basis, we didn't have a business name. We would use my business as an address, SUNSET COMPANY, 225 Lafayette Street, New York City, tele: 212-925-3770.

Q. - What type of business is the SUNSET COMPANY & who are the owners?

A. - Clothing wholesale, I am the only owner.

Q. - When you dropped George off in New York, what arrangements were made for his return to New Jersey?

A. - He said he would call me to pick him up when he was ready.

Det. Det. [redacted]

TIME & DATE STATEMENT COMPLETED

Feb. [redacted]

WITNESSED BY [redacted]

SIGNATURE

CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM, AGE 44:

Q. - Did he call you at all?

A. - No, he did not.

Q. - Did George say by name what people he was meeting in New York or discuss the nature of his business there?

A. - No, he didn't.

Q. - Do you know if George was carrying any money or how much?

A. - He was supposed to be carrying money, but I don't know exactly how much, he just said he was taking care of business in New York but never mentioned how much money he was carrying. He always had money.

Q. - Was George known for carrying large sums of money?

A. - There were times that George had large sums of money on him, maybe a few thousand.

Q. - Do you know where George would get his money from?

A. - No, I don't know, you got me.

Q. - While you were in George's company, did he ever express concern about his life or fear of being held up?

A. - He didn't say anything to me, I don't know of any enemies.

Q. - Was George known to carry a weapon of any kind?

A. - I don't think I've ever seen him with a weapon, not to my knowledge.

Q. - What happened to your van George borrowed & describe it to me?

A. - He returned it the same day I took him to New York, we left the office in Emerson and dropped the van off at my house in Dumont on the way to New York. The van is a Chevy, color red, 5 doors, it has New Jersey plates XOS 39D, registered in Company's name, SUNSET.

Q. - Was he carrying anything when you picked him up at the HOLIDAY INN Friday morning? Luggage of any type?

A. - No just a bag, brown paper bag type.

Q. - Do you own any other vehicles & describe them?

A. - I lease a car, Cadillac El Dorado, Blue & Gray from Brogan Cadillac, Ridgewood, N.J., I also have a Cadillac, 1979 White with Blue top registered to my mother-in-law, Genevieve Pedrin, Washington Ave, Dumont, N.J. the plate is 500 JYY.

TIME & DATE STATEMENT COMPLETED

*Richard L. Kuklinski*

SIGNATURE

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## JERSEY CITY POLICE DEPARTMENT

FILE # #30696-80DATE Feb. 11, 1980CONTINUED STATEMENT OF RICHARD L. KUKLINSKI, WM, AGE 44:

I don't remember the plate on the leased Cadillac.

Q. - Were there any debts between you and George?

A. - He didn't owe me any money but I owed him \$7,500.00 but I paid him with two checks from SUNSET COMPANY in the amounts of \$4,000.00 and \$3,500.00. I gave him both checks the same day, Wednesday, January 30th, at his house in Huntingdon, Pa. I asked him to hold the checks for a week before deposit. The checks were made out to George Malliband in name, First National Bank, Haworth, N.J., I dont know the account number off hand.

Q. - Were either of you insured with the other as beneficiary?

A. - No.

Q. - When did you find out that George was dead?

A. - I found out Thursday evening, February 7th, I was told by a guy named [redacted] a salesman in CENTURY SALES in Pennsauken, N.J. who told b6 me he heard that George got shot and that he heard from a guy in Los Angeles. b7C

Q. - Do you know who killed George Malliband?

A. - No, I don't.

Q. - Did you kill George Malliband?

A. - No, I didn't.

Q. - Is there anything you can tell us that might help in this investigation of George's death?

A. - No, ther isn't anything I know that I haven't all ready told you.

Q. - When and where did you live in Jersey City, N.J.

A. - From birth until I was about 18 or 19 years old, Sixteenth St., Webster Avenue, Palisade Ave and Congress St.

Q. - What is the name of the company George would buy his Porno films from?

A. - TRI-PHOTO, 21st Street, Long Island City, N.Y.

Q. - Is this a true & voluntary statement and after reading it will you sign it?

A. - Sure.

*Richard Kuklinski*

TIME & DATE STATEMENT COMPLETED 1220 hrs 2/11/80

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*D.M.*  
WITNESS

SIGNATURE

Field File No.

OO and File No.

NK 49A-1830-1A9

Date Received

10/4/85

From

(Name of Contributor)

(Address of Contributor)

TOWAC, NEW JERSEY

By

(Name of Special Agent)

To Be Returned  YesReceipt Given  Yes No No YesGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure NoDescription:  Original notes re interview of

Copies of:

- ① Brogan Auto Motor Vehicle Lease
- ② (4) letters to Brogan Auto
- ③ Circled check made by Kublinski to Brogan Auto

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ALFRED J. ZAZELLA  
LEONARD S. SINGER

ZAZELLA AND SINGER  
ATTORNEYS AT LAW  
2055 HAMBURG TURNPIKE  
P. O. BOX 2238  
WAYNE, NEW JERSEY 07470

835-0700  
AREA CODE 201

April 20, 1982

Brogan Auto Leasing Co., Inc.  
Box 2946  
Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

Gentlemen:

Please be advised that Richard Kuklinski has retained the services of an attorney who has filed both an Answer and Counterclaim to our Complaint. Enclosed herewith please find a copy of the Answer and Counterclaim and I would appreciate if you would provide me with your comments to the Counterclaim.

I have propounded interrogatories in an attempt to learn more about the defense and counterclaim interposed.

Very truly yours,



Iss/nb'f  
enclosure.

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LUKE F. BINETTI  
A PROFESSIONAL CORPORATION  
581 BERGEN BOULEVARD  
RIDGEFIELD, NEW JERSEY 07657  
(201) 945-7000  
ATTORNEY FOR Defendants

BERGEN COUNTY DISTRICT COURT

Docket No. 472077

*Plaintiff*

BROGAN AUTO LEASING CO., INC.,

*vs.*

*Defendant*

SUNSET COMPANY and RICHARD KUKLINSKI,  
jointly, severally, or in the  
alternative.

**CIVIL ACTION**

**ANSWER &**  
**COUNTERCLAIM**

RICHARD KUKLINSKI, individually and trading as SUNSET  
COMPANY, located at 169 Sunset Street, Dumont, New Jersey, by way  
of Answer to plaintiff's Complaint, says:

**FIRST COUNT**

1. Defendant denies the allegations of Paragraphs 1, 2 and
- 3.

**SECOND COUNT**

1. Defendant repeats his answers to the allegations of  
Paragraphs 1 and 2 of the First Count herein, as a part hereof,  
as if fully set forth hereunder.

2. Defendant denies the allegations of Paragraphs 2, 3, and 4.

FIRST SEPARATE DEFENSE

Plaintiff fails to state a claim upon which relief may be granted.

SECOND SEPARATE DEFENSE

The contract upon which plaintiff bases its claim was modified by plaintiff, without either the knowledge or permission of the defendant, after the defendant signed same and any changes made thereto are null and void.

THIRD SEPARATE DEFENSE

The contract upon which plaintiff makes its claim is null and void.

FOURTH SEPARATE DEFENSE

Plaintiff breached its contractual agreement with defendant.

FIFTH SEPARATE DEFENSE

Plaintiff has been fully compensated with respect to its claim.

SIXTH SEPARATE DEFENSE

Plaintiff fails to offset its claim with the increased value of the automobile from the date it came into plaintiff's possession to the end of the alleged contract period, said increased value having mitigated plaintiff's alleged losses.

SEVENTH SEPARATE DEFENSE

Plaintiff failed to credit defendant with return of premiums and insurance receipts, which accrued to the benefit of the plaintiff.

COUNTERCLAIM

Defendant, RICHARD KUKLINSKI, individually and trading as SUNSET COMPANY, by way of Counterclaim against the plaintiff, says:

FIRST COUNT

1. In or about May, 1979, plaintiff and defendant agreed to enter into a leasing arrangement for the 1979 Cadillac Eldorado. A form agreement was signed by defendant and the sum of \$536.00 was deposited with plaintiff with respect thereto.

2. Included in the rental arrangement was full insurance coverage in the event the vehicle should be stolen, destroyed, or damaged.

3. It was further agreed that in the event the motor vehicle was stolen, destroyed, or so damaged that it could not be repaired within a reasonable time, that the plaintiff would furnish another motor vehicle and if defendant were deprived of the use of the 1979 Cadillac Eldorado for more than seven (7) days, that there would be no rental until the said motor vehicle or a similar one is delivered to defendant in good working condition.

4. Subsequent to the defendant's signing of the form motor vehicle lease, plaintiff did insert certain information and deleted other parts of the agreement, without the knowledge or consent of the defendant.

5. In or about the end of 1980, the said vehicle was stolen in Cliffside Park, New Jersey. When it was recovered, it was totally damaged and beyond repair. The entire dashboard and all wires contained therein had been ripped apart, the tires ruined

and damage extensive.

6. Defendant advised plaintiff that the automobile was totally destroyed and requested a replacement. Plaintiff refused same and against the wishes of the defendant, attempted to repair the vehicle, seeking monies from the insurance carrier with respect to same.

7. Thereafter, plaintiff advised defendant that the vehicle had been repaired, but this was false. The electrical work was not repaired properly and the tires were not replaced. Despite same, defendant in good faith offered to accept the vehicle in the unlikely event that it had been properly repaired, on the condition that plaintiff would guarantee the electrical repair, but plaintiff through a corporate officer, [redacted] refused to give any guarantee with respect thereto.

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8. As the vehicle had not been properly fixed, and as plaintiff refused to verify or guarantee the electrical work, defendant informed plaintiff that it would not and could not accept the said vehicle and advised that plaintiff had breached its contract and demanded a refund of the security deposit, which plaintiff refused.

9. The plaintiff had the vehicle from the time it was recovered until it falsely alleged that the vehicle had been repaired, a period in excess of two (2) months, and during this period despite the request of the defendant, plaintiff refused to provide a replacement automobile.

10. As a result, defendant was deprived of the use of the said automobile and of a replacement automobile, contrary to his

agreement with plaintiff, who by its failure to provide same breached said agreement.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, interest, counsel fees, and costs of suit.

SECOND COUNT

1. Defendant repeats the allegations of the First Count herein, as a part hereof, as if fully set forth hereunder.

2. The plaintiff improperly disregarded defendant's refusal to permit the vehicle to be repaired, as it was totally damaged, in order for the plaintiff to derive insurance proceeds, from the insurance carrier who insured the said automobile.

3. The plaintiff failed to properly repair said vehicle, replace the ruined tires, or give any guarantee for the alleged electrical work done to it.

4. The plaintiff did act knowingly, intentionally, and with malice, causing harm to the defendant, in order to promote its own selfish gains with respect to the said vehicle, knowingly causing great harm and misery to the defendant.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees, and costs of suit.

THIRD COUNT

1. Defendant repeats the allegations of the First and Second Counts herein, as a part hereof, as if fully set forth hereunder.

2. In the event the written contract is upheld, under the Doctrine of Mutuality of Obligation, the plaintiff is responsible for all counsel fees and costs incurred by defendant as a result of the plaintiff's breach thereof.

WHEREFORE, defendant demands judgment against the plaintiff for a return of the security deposit of \$536.00, compensatory damages, punitive damages, interest, counsel fees and costs of suit.

JURY DEMAND

Defendant demands a trial by jury on all issues contained in the Complaint and the Counterclaim.

The undersigned certifies that the within Answer and Counterclaim have been filed in accordance with the Rules of Court, as extended by the Order of the court dated March 19, 1982, permitting the filing of an Answer within twenty (20) days of receipt of Summons and Complaint, received by defendant's attorney on April 8, 1982.

LUKE F. BINETTI  
A Professional Corporation  
Attorney for Defendants



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PROSPECT PARK NATIONAL BANK

## ADVICE OF CHARGE

Your account has been charged with the items listed and returned herewith. These items were deposited by you and returned to us unpaid by the banks on which they are drawn and for the reasons here given.

00-0366724 Accounts Services Department R1  
BROGAN AUTO LEASING CO. INC.  
505 ELLISON STREET  
PATERSON, NEW JERSEY

07501

Date: 09/17/79 MRS:

Drawn on	Reason	Amount
55-66	NSF hold	203.50
55-217	NSF Hold - she will mail no certified OK.	442.05
Total		645.55

SUNSET COMPANY  
BOX 261 201-385-5545  
DUMONT, N.J. 07628

First National State  
Bank-County  
Haworth, N.J. 07641

First  
National  
State

2-98

CO 242021750 305 000212

00000044204

*file under  
Zazella file*

ZAZELLA AND SINGER  
ATTORNEYS AT LAW  
2055 HAMBURG TURNPIKE  
P. O. BOX 2238  
WAYNE, NEW JERSEY 07470

835-0700  
AREA CODE 201

ALFRED J. ZAZELLA  
LEONARD S. SINGER

[REDACTED]  
Brogan Auto Leasing Co. Inc.  
Box 2946  
Paterson, New Jersey 07509

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Re: Sunset Company

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Dear [REDACTED]

Please be advised that judgment was entered in favor of Brogan Auto Leasing Co. Inc., against The Sunset Company and Richard Kuklinski on January 8, 1982 for \$2,360.28.

We are at this time petitioning the Court for an order directing Mr. Kuklinski to appear and make discovery as to any assets he may own so that we may satisfy this judgment.

Very truly yours,

[REDACTED]  
iss/elg

*Oct 16 1982*

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ZAZELLA AND SINGER  
ATTORNEYS AT LAW  
2055 HAMBURG TURNPIKE  
P. O. BOX 2238  
WAYNE, NEW JERSEY 07470

835-0700  
AREA CODE 201

ALFRED J. ZAZELLA  
LEONARD S. SINGER

December 15, 1981

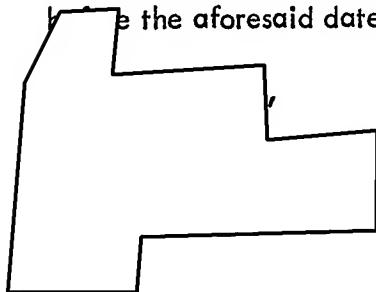
Brogan Auto Leasing Co., Inc.  
505 Ellison Street  
Paterson, New Jersey 07509

Re: Sunset Company and Richard Kuklinski, etc.

Gentlemen:

Please be advised that the above named defendants were served with the Summons and Complaint and have until January 1, 1982, to file an Answer. In the event they fail to do so, we will apply to the Court for the entry of judgment. It will be necessary in that case to submit an Affidavit of Proof to the court.

Therefore, kindly execute the enclosed affidavit and return same to this office on or before the aforesaid date.



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MOTOR VEHICLE LEASE

THIS AGREEMENT made this 25th day of May, 1979, between BROGAN AUTO LEASING CO., INC., hereinafter called LESSOR and Sunset Comp<sup>b6</sup>  
169 Sunset Street, Dumont, New Jersey 07306 , hereinafter called LESSEE.<sup>b7C</sup>

WITNESSETH

1. In consideration of the mutual covenants and conditions contained herein, LESSOR hereby agrees to lease to LESSEE for a term of 36 Months  
the certain automotive vehicle described as follows:

Make 1979 Cadillac Serial Number 6L57B9E650812 Model Eldorado Body Style Coupe Balco Number #298

Optional Equipment

Leather, Cabriolet Roof, Headlamp Control, Recliner Power Passenger Seat, Door Edge Guards,  
Tilt and Telescope Steering, Carpeted Floor Mats, Trunk Mat, Rear Defogger, Cruise Control, Mirror Illuminated Vanity Passenger, Wire Wheel Discs, Theft Deterrent System, AM FM Stereo Radio.

LESSEE hereby agrees to hire said vehicle for said term and to pay LESSOR therefor the sum of \$ 421.00 + tax monthly in advance for said 36 months payable on the first of each and every month at such place or places as LESSOR may designate and in accordance with the terms of this Lease, provided, however, that if the total mileage driven in the vehicle leased hereunder exceeds 45,000 miles, LESSEE will pay in addition to the monthly rental provided, 4 cents per mile for each mile driven in excess of said 45,000 miles. Rental for part of a month will be pro-rated on a 30-day month basis.

LESSOR and LESSEE agree that the foregoing description correctly sets forth the Make, Model, Body Style, Serial Number, Optional Equipment and BALCO number thereon and rental rates therefor, which are the subject matter of this agreement.

At such time as said vehicle is delivered as herein provided, the LESSEE agrees to execute an acknowledgment of such delivery on forms furnished by the LESSOR.

**DELIVERY**

2. LESSOR shall, at its expense, deliver said vehicle to LESSEE pursuant to this Lease at such place and at such time as may be agreed upon by the parties.

**RENTAL AND SECURITY DEPOSIT**

3. Monthly rental for the automobile described in Paragraph 1 hereof shall consist of \$ 421.00 + tax per month for 36 months.

The LESSEE has this day deposited with the LESSOR the sum of \$ 536.00 as security for the full and faithful performance by the LESSEE of all the terms, conditions and provisions of this agreement upon the LESSEE's part to be performed, which said sum shall be returned to the LESSEE after the time fixed as the expiration of the term herein, provided the LESSEE has fully and faithfully carried out all of said terms, conditions and provisions on LESSEE's part to be performed. If the LESSEE shall refuse to accept delivery of the vehicle leased hereunder, said amount shall be forfeited by LESSEE to LESSOR as liquidated damages and this agreement will thereupon become void and cancelled with no further rights and obligations accruing to the LESSEE or LESSOR hereunder.

Any provisions herein contained to the contrary notwithstanding, LESSOR shall not be responsible to LESSEE or to any other persons, firm or corporation for any acts or omissions of LESSEE, its drivers, agents and employees, or any of them.

**RETURN DELIVERY**

4. The LESSEE agrees that upon the expiration, cancellation or other termination of this agreement, the vehicle delivered under this agreement to the LESSEE will be returned in good condition, less normal wear and tear, to the LESSOR to the point at which delivery was made, unless otherwise agreed in writing between the LESSOR and the LESSEE. The LESSEE will pay any expenses incurred by the LESSOR as a result of the breach of this clause.

**RE-POSSESSION**

5. Upon the lawful termination at any time of the right of the LESSEE to the possession of the motor vehicle leased hereunder, the LESSEE hereby authorizes and empowers the LESSOR with the aid and assistance of any person or persons with or without legal process, to enter any place or places where the said motor vehicle is or may be placed in and to take and carry away the said motor vehicle without demand. Such re-possession shall in no way affect the continuing liability, if any, of the LESSEE under and pursuant to the terms of this agreement.

**LICENSING**

6. The LESSOR will pay the license, registration and title fee for said vehicle leased hereunder once each year. It shall be the obligation of the LESSEE to have the vehicle inspected when and where required by any state or other municipal authority. Any fines imposed as a result of the LESSEE having failed to have the vehicle inspected or any other fines or penalties levied against the registration of said vehicle shall be paid by the LESSEE, immediately upon coming due. Failure to make such payment shall constitute a breach of the Lease by LESSEE.

**REPAIRS AND MAINTENANCE**

7. The LESSEE shall keep and maintain the said automobile in good running order and repair, properly serviced and lubricated in accordance with the recommendations set forth in the manufacturer's owner's manual provided with said vehicle. The expenses thereof are to be borne as hereinafter provided.

The LESSEE shall pay for all gasoline, oil (necessary between oil changes) and washes. The LESSOR/LESSEE will bear the cost of maintaining said vehicle in good repair and operating condition subject to the provisions herein stated. All service and repair work to be performed at a Brogan service facility, free of charge, EXCEPT LESSOR, WHICH IS RESPONSIBLE FOR THE COST OF MANUFACTURER'S WARRANTY DAMAGE WHICH IS COVERED UNDER PARAGRAPH 10 AND GAS, OIL AND WASHING AS PREVIOUSLY NOTED. IN THE EVENT THAT THIS IS IMPOSSIBLE, THE WORK SHALL BE PERFORMED AT A BROGAN AUTHORIZED DEALER IN THE MAKE OF CAR BEING REPAIRED OR SERVICED. NEW OR EXCESSIVE PARTS AND LABOR ARE THE RESPONSIBILITY OF LESSOR. LESSOR SHALL PAY FOR ALL EXPENSES, INCLUDING THE REPAIR WORK PERFORMED TO REIMBURSE ITSELF IF THE REPAIR REQUIREMENTS ARE IN EXCESS OF \$250.00. THE LESSOR IS NOT OBLIGATED TO PAY FOR THE REPAIRS IF THE CAR IS OUT OF WARRANTY. If the repair requirements are in excess of \$250.00, the LESSOR is not obligated to pay for the repair. The LESSOR shall not be obligated for the amount of unauthorized charges.

During the period that said car is covered by the "Manufacturer's Warranty" as set forth in the owner's manual, all maintenance and repair work must be performed at a Brogan service facility or at another authorized dealer in the make of car being repaired or serviced.

If, in the event said car has not been serviced at a Brogan service facility for a period of three consecutive months, LESSOR reserves the right to require that said vehicle be brought to such facility for inspection.

LESSEE

The winterizing of said vehicle will be performed by the LESSOR at its expense. Failure of the LESSEE to have this work performed will render the LESSEE liable where any damage to

## COSTS OF OPERATION

8. EXCEPT AS EXPENSES SPECIFICALLY EXCLUDED HEREIN, LESSEE shall be responsible for all costs incurred in the operation of the vehicle hereby leased.

## INSURANCE

9. Insurance will be procured simultaneously with delivery of said vehicle under this agreement; shall be maintained during the respective term hereof as to said vehicle and the premiums for all such insurance shall be paid, in the manner and amounts as hereinafter designated.

(a) \$ 100.00 Deductible Comprehensive insurance (includes Fire and Theft) and \$ 250.00 deductible collision insurance will be carried by LESSOR/LESSEE at its expense. On each occasion that said vehicle shall be damaged in an accident or upset while in the general custody of LESSEE, the LESSEE agrees to pay up to \$ 250.00 of the expense incurred by LESSOR, if any, in repairing such damage, whether or not it results from the negligence of LESSEE or any of LESSEE's agents or employees.

(b) Bodily injury and property damage liability insurance to cover accidents arising out of the ownership, maintenance, or the use of said motor vehicle, while in the custody of LESSEE, its agents or employees, will at all times be carried by LESSOR

as named insureds, in the amount of \$ 500,000.00 as applicable to each person and \$ 1,000,000.00 as applicable to each accident and for property damage liability,

in the amount of \$ 50,000.00 as applicable to each accident, LESSEE shall indemnify and hold LESSOR harmless from any loss or damage occasioned by failure to secure, renew, or renew secure said insurance coverage in the event of expiration, cancellation, revocation, or other termination thereof in such cases where LESSEE is required to supply insurance coverage pursuant to this lease. Upon delivery to LESSEE of said motor vehicle, LESSOR shall furnish LESSEE

with proof of such insurance with respect to the above insurance company.

(c) The LESSEE in the event of an accident shall notify the LESSOR immediately of the full details thereof, including the names and addresses of all parties and witnesses, by telephone, and in writing, and shall abide by the LESSOR's directions with regard thereto. LESSEE further agrees to cooperate with LESSOR and/or its insurance company in the prosecution or defense of any and all claims arising out of the use of said leased vehicle, and agrees to report promptly and deliver to the LESSOR or such other person as may be designated by the LESSOR, any and all papers, notices and documents whatsoever served upon or delivered to LESSEE or LESSEE's servants, agents, or employees in connection with any claim, suit, action or proceeding at law or in equity commenced or threatened against the LESSEE and/or the LESSOR arising out of LESSEE's operation of any vehicle leased hereunder.

(d) In the event of the occurrence of any incident affecting the rights of either party under said insurance policies, LESSEE and LESSOR, their agents or employees shall comply with all the terms and conditions of said insurance policies and do all things necessary or proper to protect and preserve the other party's rights as a named insured in said insurance policies.

(e) Should the LESSOR be unable through no fault of its own, to obtain any of the foregoing insurance, this agreement shall become immediately null and void. Should such failure to insure be caused by LESSEE becoming uninsurable, LESSEE's liability hereunder shall continue despite cancellation of the Lease.

## LIMITATIONS FOR USE

10. (a) LESSEE shall permit only safe, careful and licensed operators, whom it duly authorizes, to operate said motor vehicle, and any operators shall conclusively be presumed to be agents of LESSEE. LESSEE shall cause said operators or agents to operate said motor vehicle with reasonable care and diligence, and shall not permit such motor vehicle to tow or push any trailer, tractor, truck, automobile or other vehicle.

(b) LESSEE shall not permit said motor vehicle to be used in violation of any Federal, State and municipal statutes, laws, ordinances, rules or regulations, or contrary to the provisions of any applicable insurance policy, and LESSEE shall indemnify and hold LESSOR harmless from any and all fines, forfeitures, seizures, damages or penalties resulting from the violation of said statutes, laws, ordinances, rules, regulations or any of them.

(c) Except with written consent of LESSOR, the use of the motor vehicle delivered to LESSEE hereunder shall be limited to the continental limits of the United States and Canada.

(d) LESSEE shall be liable to LESSOR for losses or damages which LESSOR may incur as a result of or arising out of the conversion, abandonment, dealing with the sale, or concealment of said motor vehicle by LESSEE, its authorized operators or agents and employees, or use by unauthorized persons.

## ALCOHOL AND NARCOTICS

11. In no event shall said vehicle leased hereunder be operated by any person under the influence of alcohol or narcotics. The LESSEE agrees to indemnify and hold harmless the LESSOR and/or its insurance carrier for any damages or liability suffered by the LESSOR and/or its insurance carrier as a result of the breach of this clause. Further, the LESSOR shall have the right to cancel this agreement with reference to the vehicle so operated and/or to demand that the person so operating the vehicle be forbidden to drive the vehicle leased hereunder.

## OVERLOADING, PUSHING, TOWING, AND SO FORTH

12. The LESSEE shall not overload any vehicle beyond its rated service capacity and it shall pay any and all fines and/or penalties which may be imposed by any state, county, municipality or governmental authority because of any overloading of said vehicle beyond its rated service capacity, and shall pay any damages caused to the vehicle by such overloading. The LESSEE further agrees not to use any vehicle leased hereunder for pushing or towing other vehicles or equipment and will indemnify the LESSOR for any loss or damage resulting from the breach of this clause.

## TRANSPORTATION FOR HIRE

13. The LESSEE shall not use any vehicle leased hereunder for transportation for hire of goods or passengers without the express approval of the LESSOR in writing.

## LESSEE'S DAMAGES

14. LESSOR shall not be responsible to LESSEE for any loss of business or other damage caused by time lost in maintenance, repair or replacement of said motor vehicle or by LESSOR's failure to deliver vehicle pursuant hereto, by reason of strikes or other causes beyond control of LESSOR. In the event said motor vehicle be stolen, destroyed or so damaged that the same cannot be repaired within a reasonable time, LESSOR shall, upon notice thereof, promptly furnish in lieu thereof another motor vehicle, provided, however, that if LESSEE is deprived of the use of said motor vehicle for more than seven (7) days by reason of LESSOR's inability to have the motor vehicle repaired, or by theft or destruction, no rental for said motor vehicle shall be payable after the said seventh day, unless or until said motor vehicle or a similar one is delivered to LESSEE in good working condition.

## TAXES

15. The rent for the use of the motor vehicle leased hereunder is exclusive of any sales, use or excise taxes now in force, or hereafter imposed by any government or municipal agency, and the LESSEE agrees to pay in addition to the rent specified, the amount of such tax or taxes upon the rendition of a bill for same.

## DEFAULT

16. Time is of the essence of this agreement and, in the event that LESSEE defaults in the performance of any of the terms, conditions, and covenants contained herein on the part of LESSEE to be performed, or in the event of LESSEE's bankruptcy or insolvency, LESSOR may take immediate possession of any one or all of the motor vehicles leased to LESSEE, with or without process of law and LESSEE hereby authorizes and empowers LESSOR, its agents and assigns, to enter upon any of LESSEE's lands or premises where said vehicle or vehicles may be found, for the purpose of taking immediate possession thereof, and LESSOR shall not incur any liability for such re-taking of possession. Repossession of said vehicle or vehicles, as hereinabove provided, shall not in any way relieve LESSEE of its liability for the payments of any sum or sums due or to become due to LESSOR hereunder. Failure to insist upon any default shall not constitute a waiver of future defaults.

## ENTIRE UNDERSTANDING

17. This agreement contains the entire understanding between the parties hereto and there are no warranties, representations or assurances arising by statute or otherwise, except such as are clearly stated herein.

**ASSIGNMENT**

18. LESSEE shall not assign this Lease nor make any alterations therein without the written consent of LESSOR first had and obtained.

**FEES AND COSTS**

19. The LESSEE hereby agrees to pay reasonable attorney's fees, court costs, collection fees and expenses, including repossession costs incurred by the LESSOR in the enforcement of any of the conditions, terms or provisions of this agreement. The LESSEE waives all rights to trial by jury in any proceeding hereafter instituted by the LESSOR against the LESSEE in respect to the vehicles leased hereunder and in any action hereafter brought to recover rent and in any other proceeding or action involving the terms, conditions or provisions of this agreement and on any defense or counterclaim interposed by the LESSEE in any of such proceedings or actions.

**NOTICE**

20. All notices or communications pursuant to this agreement shall be in writing and shall be addressed, if to LESSOR, TO BROGAN AUTO LEASING CO., INC., 505 ELLISON STREET, PATERSON, NEW JERSEY

and if to LESSEE to SUNSET COMPANY, 169. SUNSET STREET, DUMONT, NEW JERSEY, 07306  
or to such other addresses as either party may furnish the other by notice of writing.

21. This agreement shall be binding upon the parties hereto, their representatives, successors and assigns.

22. This agreement is one of leasing only, and LESSEE does not acquire hereby any right, title or interest in or to the leased motor vehicle except the right to use it under the terms hereof and any supplements hereto. All licenses and title certificates for the leased motor vehicle shall be registered in the name of LESSOR.

23. Paragraph headings used in this agreement are for convenience only and shall not be interpreted in limitation of the text hereof.

24. The performance of this contract by the LESSEE is hereby unconditionally and personally guaranteed.

By

RICHARD KUKLINSKI

(Signature)

25. It is hereby acknowledged by LESSOR and LESSEE that since all 1979 vehicles require the use of unleaded gasoline, the parties agree that any damage to the catalytic converter or other emission control device on this vehicle due to the failure of the LESSEE to use unleaded gasoline shall be the sole responsibility of the LESSEE.

24 mos \$498<sup>00</sup> + TAX

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals the day and year first above written.

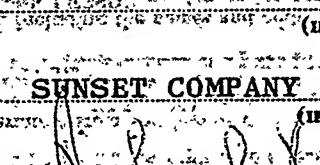
 Auto Leasing Co., Inc.

WITNESS:

(IF AN INDIVIDUAL)

ATTEST: By:

Sec.-Treas.

 SUNSET COMPANY

(IF A CORPORATION)

By:

Pres.-Vice Pres.

LESSOR

ATTEST:

Sec.-Treas.

LESSEE

# Brogan Auto Leasing Co., Inc.

505 ELLISON STREET  
PATERSON, NEW JERSEY 07509

(201) 742-6400

BRANCHES AT: 100 SO. BROAD ST.  
RIDGEWOOD, N.J. 07450  
(201) 852-2000

755 PASSAIC AVE.  
CLIFTON, N.J. 07012  
(201) 473-2500

## MOTOR VEHICLE LEASE

If he should cancel out after 24 months, the rate would be increased to 498.00 + tax so Mr. K. would pay the difference between 421.00 and 498.00 times 24 mos. i.e. 1848.00 + tax.

ALFRED J. ZAZELLA  
LEONARD S. SINGER

ZAZELLA AND SINGER  
ATTORNEYS AT LAW  
2055 HAMBURG TURNPIKE  
P. O. BOX 2238  
WAYNE, NEW JERSEY 07470

*Petitioned* 3/17/82

b6  
b7C

835-0700  
AREA CODE 201

March 5, 1982

Brogan Auto Leasing Co., Inc.  
Box 2946  
Paterson, New Jersey 07509

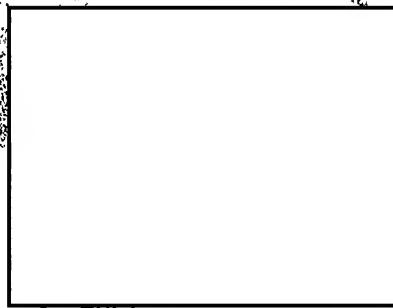
Re: Sunset Company and Richard Kuklinski, etc.

Gentlemen:

Enclosed herewith please find Certification prepared by this office in connection with the above captioned matter. The defendant has now retained the services of an attorney who is petitioning the Court for an Order setting aside the default judgment entered against the defendants on January 8, 1982.

It is our intention to oppose the reopening of this matter and to that end I have prepared and enclosed herewith an Affidavit to be executed by [redacted]. Kindly present same to [redacted] having him execute the Certification on the last page and thereafter returning an original and two copies of the Certification to our office so that it may be filed with the Clerk of the Court.

We would appreciate if you would give this matter your timely attention.



encl.

b6  
b7C

b6  
b7C

Attorney(s):  
Office Address & Tel. No.:  
Attorney(s) for Plaintiff(s)

ZAZELLA & SINGER  
2055 Hamburg Turnpike, Box 2238  
Wayne, New Jersey 07470  
201 - 835 - 0700

BERGEN COUNTY DISTRICT COURT

BROGAN AUTO LEASING CO., INC.,  
Plaintiff(s)  
vs.  
SUNSET COMPANY and RICHARD KUKLINSKI,  
jointly, severally or in the alternative  
Defendant(s)

Docket No. 472077

CIVIL ACTION

CERTIFICATION OF PROOF  
AND OF NON-MILITARY SERVICE

State of

, County of

{ ss.:

[redacted] of full age, being duly sworn according to law, upon my oath depose and say:

1. I am [redacted] of Brogan Auto Leasing Co., Inc., plaintiff(s), and am duly authorized to make this affidavit.
2. I am fully familiar with the books and business of the plaintiff(s). The account of the defendant(s) Sunset Company and Richard Kuklinski, jointly, severally or in the alternative, annexed to this affidavit or set forth in the complaint in this cause is a true and accurate copy of the books of original entry of the plaintiff(s).
3. The goods for which said charges were made, were sold, delivered to and accepted by the defendant(s) at the special instance and request of the defendant(s). Said charges are fair and reasonable, and are as per agreement. The said defendant(s) promised to pay the sum charged therefor.
4. Credit has been duly given for all payments, counterclaims and set-offs and there now remains due and owing from the said defendant(s) to the plaintiff(s) the sum of \$ 2,042.72 together with interest from May 25, 1979, of \$ 317.56 making a total of \$ 2,360.28
5. No defendant named herein is an infant or incompetent person.
6. This claim is not based upon a writ of attachment, capias ad respondendum, replevin or claims based directly or indirectly upon the sale of a chattel wherein a chattel has been repossessed peaceably or by legal process.
7. I know that no defendant named herein is in the military service of the United States. ~~The defendant(s) is not in the military service~~

I certify that the foregoing statements made by me are true. I am aware that if any of the foregoing statements made by me are willfully false, I am subject to punishment.

~~Subscribed and sworn to before me~~

[initials]

[initials]

DATED: December 1981

[redacted]

b6

b7C

**Field File No.** 49A-1830-A10

OO and File No. 471N

Date Received 10/28/00

**From**

utor)

By

(Name of Special Agent)

b3  
b6  
b7C

To Be Returned  Yes

Receipt Given  Yes

No

Yes

No

**Grand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure**

**Description:**

b3

[Redacted Box] [Redacted Box] b3

October 28, 1985

Federal Bureau of Investigation  
P.O. Box 711  
Paramus, NJ 07652

Attn: Special Agent [Redacted]

Re: [Redacted]

Dear [Redacted]

Enclosed please find [Redacted].

If you have any questions, please give me a call.

Very truly yours,

[Redacted]

b3  
b6  
b7C

b3  
b6  
b7C

b3  
b6  
b7C

ACC:tr

Enclosure

Field File No. NK 49A-1830-1A/1

OO and File No. \_\_\_\_\_

Date Received 10/31/85

From \_\_\_\_\_

(Address or Contributor)

By \_\_\_\_\_

(Name of Special Agent)

To Be Returned  Yes

No

Yes

No

Receipt Given  Yes

No

Grand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure

b3  
b6  
b7C

b6  
b7C

b3

Field File No. NC 49A - 1830-1A12

OO and File No. \_\_\_\_\_

Date Received 4-2-3-87From T.R.W. -  
(Name of C

(Address of Contributor)

By \_\_\_\_\_

(Name of Special Agent)

To Be Returned  Yes No Yes NoReceipt Given  Yes NoGrand Jury Material - Disseminate  
Only Pursuant to Rules 6(e),  
Federal Rules of Criminal  
Procedure

Description: \_\_\_\_\_

*TMW Credit Profile of  
Richard Kubbenski*

b6  
b7C

**Updated Credit Profile  
Disclosure**



INQUIRY INFORMATION  
TCR2 ACD2 1499903 KUKLINSKI RICHARD L.,,169 S 07628,Y-1935,S-142267071,  
M-169 SUNSET ST?DUMONT NJ 07628,L-SUNSET,Z-MN

**IDENTIFICATION NO.**

PAGE	DATE	TIME	PORT	H/V	TNJ1	06-1842Z7/74
1	06-10-86	08:54:38	TM02	A60		
2	Z-78 RICHARD KUKLINSKI			9-82 UNKNOWN		SS# 142267071
3	169 SUNSET ST			DUMONT NJ 07628		YOB-1935

5 CENTURY DRIVE  
PARSIPPANY, NJ 07054  
201-285-4905

RICHARD L KUKLINSKI  
169 SUNSET ST  
DUMONT NJ 07628

LINE NO.	ACCOUNT PROFILE	SUBSCRIBER NAME/COURT CODE			SUBSCRIBER #/ COURT CODE	ASSN CODE	AMOUNT	BALANCE	ACCOUNT/DOCKET NUMBER		PAYMENT PROFILE NUMBER OF MONTHS PRIOR TO BALANCE DATE														
		STATUS	COMMENT	STATUS DATE					TYPE	TERMS	BALANCE DATE	AMOUNT PAST DUE	1	2	3	4	5	6	7	8	9	10	11	12	
7	M	FIRST FIDELITY BANK		30 5 TIMES 4-86	4-79	1123315 2	\$25000	\$18922	R/O	180	4-30-86	\$600													
8	A	SEARS		PD WAS 180	8-81	1310000 0			CHG	REV	\$1600		6450233277848												
9	M	US BNKR CT NJ		BK 7-FILE	6-20-84	1002000							08403357												
10	M	BERGEN CO REG		FED TAX LN	6-06-84	1031145							01430029												
11	M	CO DIST CT BERGEN CTY		JUDGMT SAT	9-01-83	1011145							00143P0029												
12	M	CO DIST CT BERGEN CTY		JUDGMT SAT	9-01-83	1011145							00493672												
13	M	CO DIST CT BERGEN CTY		JUDGMENT	1-01-84	1011145							RADIOLOGICAL DIAGN C												
14	M												00493671												
15	M																								
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48	M																								
49	M																								
50	M																								

TRW does not provide general credit ratings or make credit granting decisions. We will check any item of information you dispute by contacting the source. This will take approximately 3 to 4 weeks and we will send you the results.

See Reverse Side for Explanation

Dear Consumer,

This disclosure is based on the identifying information supplied by you. If you did not supply us with your full name, addresses for the past 5 years, social security number and year of birth, this disclosure may not be complete. Abbreviations used in this report are explained below.

## INSTRUCTIONS

If you disagree with any item of information, please print the specific reason for your disagreement in the "Consumer Comments" section next to the item. Sign the report on the back and return to TRW. Return all your specific comments to us at the same time. If you request, we will send the results of our checking to any credit grantors listed on the report as an INQUIRY. List those credit grantors below.

SIGNATURE

NAME OF CREDIT GRANTOR

DATE

### Updated Credit Profile Disclosure

#### EXPLANATION OF INFORMATION ON FORM



INQUIRY INFORMATION											
IDENTIFICATION NO.											
PAGE	DATE	TIME	PORT	H/V							
①					②	ACCOUNT/DOCKET NUMBER	③	PAYOUT PROFILE			
ACCOUNT PROFILE	④ SUBSCRIBER NAME/COURT NAME	⑤ COURT CODE	⑥ ASSN CODE	⑦ AMOUNT	⑧	BALANCE DATE	⑨ AMOUNT PAST DUE	⑩ MONTHS PRIOR TO BALANCE DATE	⑪	⑫	⑬
POS	NON NEG	STATUS COMMENT	④ STATUS DATE	④ DATE OPENED	④ TYPE	④ TERMS	④	④	④	④	④

- Identifying information abbreviated to obtain this report.
- Your ID number. Please use this number in all correspondence regarding this report.
- Your name and address and reporting subscriber number; your employment as of the date shown; your social security number and year of birth, if on file.
- These columns provide an abbreviated description of the status of the items in your profile: POS (Positive) Generally viewed as favorable by credit grantors. NEG (Negative) Generally viewed as unfavorable by credit grantors. NON (Non-evaluated) May be viewed positively, negatively or indifferently depending on each credit grantor's policy and experience. A and M indicate the method by which the credit grantor reports information to TRW. (M) Manual. Manually prepared form. (A) Automated: Automated tapes prepared from the credit grantor's computer.
- Name of credit grantor, lienholder or court name.
- A TRW subscriber identification number.
- An association code describes your legal relationship with an account. (See below)
- The number assigned to your account by the credit grantor or court docket number.
- Abbreviated description of the account status. (See right.)
- The date status comment was reported.
- Month account opened or month credit transaction took place. 5-Y or 10-Y indicates open prior to 5 years or 10 years respectively.
- Credit grantor's abbreviated description of the nature of the credit extended. (See below)

- Terms are the time frames in which extensions of credit are to be repaid. Charge accounts are stated as REV meaning revolving. Terms for all other account types are stated in months with the exception of account types R/E, R/F, R/V and R/C which are stated in years.
- This amount will be the original or revised credit established or the highest amount owed. It is not necessarily your credit limit. For a judgment, tax lien or other public record item, amounts are rounded down to the nearest \$100. Amounts less than \$100 display as --\$100.
- Balance owing as of date stated. For a Judgment, a judgment creditor may be shown in this column. Current balances are not reported on judgments.
- Date of the balance.
- Dollar amount past due if any, as of balance date.
- This information is read from left to right. This column reflects the status of the account for each of the 12 months preceding the balance date. A blank space indicates we do not maintain a payment history of this account. A symbol appearing under one of the numbers (1 through 12) means that the account had such a status (as defined below) in that month under which the symbol appears. The following symbols are used in this column:

C = current	5 = 150 days past due
1 = 30 days past due	6 = 180 days past due
2 = 60 days past due	• = no history has been reported for that particular month.
3 = 90 days past due	Blank = no history maintained, see status comment.
4 = 120 days past due	

ASSOCIATION CODES WITH DEFINITIONS

ASSOCIATION CURRENTLY ACTIVE TERMINATED AS OF DATE REPORTED

0.....UNDESIGNATED..... A  
Reported by TRW Credit Data only.

1.....INDIVIDUAL..... Individual: This is the only person associated with this account. (Termination code H to be used only in cases of mortgage loans being assumed by others.)

2.....JOINT ACCOUNT-CONTRACTUAL RESPONSIBILITY..... B  
This individual is expressly obligated to repay all debts arising on this account by reason of having signed an agreement to that effect. There are others associated with this account who may or may not have contractual responsibility.

3.....AUTHORIZED USER-JOINT ACCOUNT..... C  
This individual has use of this joint account for which another individual has contractual responsibility.

4.....JOINT ACCOUNT..... D  
This individual participates in this account. The association cannot be distinguished between Joint Account-Contractual Responsibility or Authorized User.

5.....CO-MAKER..... E  
This individual has guaranteed this account and assumes responsibility should maker default. This code only to be used in conjunction with Code 7-Maker.

6.....ON BEHALF OF..... F  
This individual has signed an application for the purpose of securing credit for another individual, other than spouse.

7.....MAKER..... G  
This individual is responsible for this account, which is guaranteed by a co-maker. To be used in lieu of Code 2 and 3 when there is a Code 5-Co-Maker.

#### ABBREV EXPLANATION

AUT	Auto
UNS	Unsecured
SEC	Secured
P/S	Partially Secured
H/I	Home Improvement
FHA	FHA Home Improvement
ISC	Installment Sales Contract
CHG	Charge Account
R/E	Real Estate Specific Type Unknown-term in years
SCO	Secured by Co-Signer
BUS	Business
REC	Recreational Merchandise
EDU	Educational
LEA	Lease
COM	Co-Maker (not borrower)
C/C	Check Credit or Line of Credit
F/C	FHA Co-Maker (not borrower)
M/H	Mobile Home
CRC	Credit Card
R/F	FHA Real Estate Mortgage-terms are in years
NTE	Note Loan
NCM	Note Loan with Co-Maker
HHG	Secured By Household Goods
H + O	Secured By Household Goods & Other Collateral
ASL	Auto

#### TYPE OF ACCOUNT

R/V	VA Real Estate Mortgage-Terms are in years
R/C	Conventional Real Estate Mortgage-terms are in years
R/O	Real Estate Mortgage-with or without other collateral
	Usually a second mortgage-terms are in months
	Amount shown in \$100.00 increments
SLC	Co-Maker (not borrower)
REN	Rental Agreement
SUM	Summary of Accounts with same status
UNK	Unknown
DCS	Debt Counseling Service
CCP	Combined Credit Plan
QST	Account reviewed by credit grantor
A/M	Account monitor by credit grantor
RVW	Account review by credit grantor
EMP	Employment
PSC	Solicitation
D/C	Debit Card
DCP	Data Correction Profile
ADD	Address Information for Mailings
IDV	Address Information for the Government
CLS	Credit Line Secured
COL	Collection Attorney
INS	Insurance Claims
C/S	Child Support

#### ITEMS OF PUBLIC RECORD

BK 7—FILED	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) filed
BK 7—DISCH	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) discharged
BK 7—DISM	Voluntary or Involuntary Petition in Bankruptcy Chapter 7 - (Liquidation) dismissed
BK 11—FILE	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) filed
BK 11—DISC	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) discharged
BK 11—DISM	Voluntary or Involuntary Petition in Bankruptcy Chapter 11 - (Reorganization) dismissed
BK 13—FILE	Petition in Bankruptcy Chap. 13 (Adjustment of Debt) filed
BK 13—DISM	Petition in Bankruptcy Chap. 13 (Adjustment of Debt) dismissed
BK 13—COMP	Petition in Bankruptcy Chap. 13 (Adjustment of Debt) completed
CITY TX LN	City Tax Lien
CITY TX REL	City Tax Lien Released
CONSEL SER	Debt Counseling Service
CO TAX LN	County Tax Lien
CO TAX REL	County Tax Lien Released
FED TAX LN	Federal Tax Lien
FED TX REL	Federal Tax Lien Released
JUDGMENT	Judgment
JUDG SAT	Judgment Satisfied
JUDG VACAT	Judgment Vacated or Reversed
MECH LIEN	Mechanic's Lien
MECH RELE	Mechanic's Lien Released
MN MTG FIL	Manual Mortgage Report (Developed credit report prepared for this credit grantor, copy attached.)
NT RESPON	Not Responsible Notice, e.g., husband or wife claims not responsible for debts incurred by spouse.
STAT TX LN	State Tax Lien
STAT TX REL	State Tax Lien Released
SUIT	Suit
SUIT DISM	Suit Dismissed or Discontinued
WAGE ASIGN	Wage Assignment
W/A RELEASE	Wage Assignment Released

#### COURT CODES

CIR	CIRCUIT	DIS	DISTRICT	REG	REGISTRAR
CITY	CITY	IRS	INTERNAL REVENUE SERVICE	ST	STATE
CVL	CIVIL	JUS	JUSTICE	SPR	SUPERIOR
CO	COUNTY	MUN	MUNICIPAL	SUP	SUPREME
CT	COURT				